



# ***CITY COUNCIL***

## ***Meeting Agenda***

***REGULAR MEETING  
COUNCIL CHAMBERS***

***MONDAY, APRIL 23, 2007  
7:00 P.M.***

**OPENING MATTERS**

**CALL TO ORDER**

**INVOCATION:** Fr. Thomas Ursulak, St. Peters RC Church

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PROCLAMATIONS AND PRESENTATIONS**

**Council Commendations:**

Celebrating AFSCME Week, accepted by members of AFSCME Local 2763

**Mayoral Proclamations:**

Recognizing Fair Housing Month, accepted by members of the City of Reading Human Relations Commission.

Honoring the National Association of Letter Carriers on the occasion of their 15<sup>th</sup> Annual Food Drive.

Recognizing National Library Week

**PUBLIC COMMENT – AGENDA MATTERS:**

*Citizens have the opportunity to address the Council, by registering with the City Clerk before the start of the meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or who shall become unruly while*

addressing Council may be called to order by the Presiding Officer, and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

*All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order. Those commenting on an agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes.*

*No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's presentation. Citizens may not ask questions of Council member or other elected or public official in attendance.*

## **APPROVAL OF AGENDA AND MINUTES**

**2. AGENDA:** Council Meeting of April 23, 2007.

**3. MINUTES:** Council Meetings of April 9, 2007

## **4. CONSENT AGENDA**

**Award of Contract-** approximately 450,000 pounds of liquid chlorine to Univar USA Inc., 532 East Emaus Street, Middletown PA 17057, who is the low bidder, for an approximate total bid price of \$136,332.00. **(Purchasing)**

**Award of Contract-** to PenskeBuick GMC, 100 South Museum Road, Shillington, PA 19607, who is the sole bidder, for a total bid price of \$64,615.00. **(Purchasing)**

**Award of Contract-** Penske Buick GMC, 100 South Museum Road, Shillington, PA 19607, who is the sole bidder, for a total bid price of \$56,770.00. **(Purchasing)**

## **5. ADMINISTRATIVE REPORTS**

## **6. FINANCE REPORT**

## **7. REPORT FROM OFFICE OF THE AUDITOR**

**8. REPORTS FROM DIRECTORS & BOARDS AUTHORITIES AND COMMISSIONS**

**9. ORDINANCES FOR FINAL PASSAGE**

**Bill No. 16-** amending the City of Reading Codified Ordinances by regulating advertisements for the sale of real estate in the City of Reading. **(Waltman/Goodman-Hinnershitz)** *Introduced and tabled at the 03/12/07 meeting of Council.*

**Bill No. 21-** amending the City of Reading Capital Improvements Plan, by substituting new projects for deleted existing projects. **(Managing Director)** *Introduced at the 03/12/07 meeting of Council; tabled at the 03/26/07 meeting of Council; tabled pending further discussion at the 04/30/07 Committee of the Whole*

**Bill No. 24-** amending the City of Reading Codified Ordinances by adding a new part dealing with initiative and referendum. **(Council Staff & City Solicitor)** *Introduced at the 03/12/07 meeting of Council; tabled at the 04/09/07 meeting of Council pending further discussion at the 04/30/07 Committee of the Whole.*

**Bill No. 22-** amending Chapter 20, Part 1 Solid Waste, of the City of Reading Codified Ordinances. **(Managing Director)** *Introduced at the 03/12/07 meeting of Council; tabled at the 03/26/07 and 04/09/07 meeting of Council; discussed at the 04/16/07 Work Session.*

**Bill No. 23-** amending Chapter 20 Solid Waste, Section 2 Dumpster Placement, of the City of Reading Codified Ordinances. **(Solicitor)** *Introduced at the 03/12/07 meeting of Council; tabled at the 04/09/07 meeting of Council.*

**Bill No. 26-** authorizing the conveyance of East Reading Pool to the City of Reading. **(Public Works/Solicitor)** *Introduced at the 03/26/07 meeting of Council; discussed at the 03/26/07 Committee of the Whole; tabled at the 04/09/07 meeting of Council.*

**Bill No. 27-** authorizing the Mayor to enter into agreement terminating the Clinton F. Earl Trust. **(Managing Director/Solicitor)** *Introduced at the 03/26/07 meeting of Council; tabled at the 04/09/07 meeting of Council.*

**Bill No. 28-** amending Chapter 11, Housing, of the City of Reading Codified Ordinances. **(Managing Director/Solicitor)** *Introduced at the 03/12/07 meeting of Council; tabled at the 03/26/07 meeting of Council*

**Bill No. 29-** amending the Codified Ordinances of the City of Reading, by increasing the salary of the Mayor and Auditor by:

1. A one time increase of \$1,500.00. **(Finance Committee)**
2. An annual increase of \$2,000.00 for four years. **(Auditor 1)**
3. An annual increase of \$1,500.00 for four years. **(Auditor 2)**
4. A one time increase of \$1,500.00 followed by annual adjustments based on the preceding years Consumer Price Index. **(Fuhs)**

***Introduced at the 04/09/07 meeting of Council***

**Bill No. 30-** codifying the City of Reading Food Code. **(Solicitor)**

**Bill No. 31-** amending the City of Reading Codified Ordinances, by amending Chapter 11 Housing, Part 1 Rental Occupancy Permits, Section 102 Definitions and Section 103 Permits Required. **(Spencer)** ***Introduced at the 04/09/07 meeting of Council; discussed during***

## 10. INTRODUCTION OF NEW ORDINANCES

**Ordinance-** conveying the premises situate at 328 Mulberry Street to Our City Reading. **(Solicitor)**

**Ordinance-** amending the City of Reading Codified Ordinances by adding Part 16 Sidewalk Sales to Chapter 10 Health and Safety. **(Council Staff)** ***Recommended by the Public Safety Committee***

**Ordinance-** an Ordinance amending the City of Reading Codified Ordinances by adding Part 15 Sidewalk Cafes to Chapter 10 Health and Safety. **(Council Staff)** ***Recommended by the Public Safety Committee***

**Ordinance-** amending Chapter 6 Conduct, Part 1 Alcoholic Beverages by establishing rules and regulations for bottle clubs. **(Council Staff, Legislative Aide Committee, Chief of Police)** ***Recommended by the Public Safety Committee***

## 11. RESOLUTIONS

PUBLIC COMMENT - GENERAL MATTERS  
COUNCIL BUSINESS / COMMENTS

## **COUNCIL MEETING SCHEDULE**

*Committee of the Whole*-Mon, April 23<sup>rd</sup>, Council Offices, 5:00p.m.

*Regular Meeting*-Mon, April 23<sup>rd</sup>, Council Chambers, 7:00p.m.

*Meeting with the Mayor*- Wed, April 25<sup>th</sup>, Mayor's Office 4:00p.m.

*Meeting with RAWA*- Wed, April 25<sup>th</sup>, Council Chambers 5:00p.m.

*Committee of the Whole*- Mon, April 30<sup>th</sup>.

*Finance Committee Meeting*-Mon, May 7<sup>th</sup> Council Office 5:00p.m.

*Administrative Oversight Committee Meeting*-Mon, May 7<sup>th</sup>, Council Office, 5:00p.m.

*Meeting with the Reading School Board*- Tues, May 8<sup>th</sup> School Board Meeting Room, 5:30p.m.

*Meeting with the Mayor*- Wed, May 9<sup>th</sup> Mayor's Office, 4:00p.m.

*Committee of the Whole*-Mon, May 14<sup>th</sup>, Council Offices, 5:00p.m.

*Regular Meeting*-Mon, May 14<sup>th</sup>, Council Chambers, 7:00p.m.



# AGENDA MEMO

## FINANCE DEPARTMENT

**TO:** City Council  
**FROM:** Heather L. Dunkle, Purchasing Coordinator  
**PREPARED BY:** Heather L. Dunkle, Purchasing Coordinator  
**MEETING DATE:** April 23, 2007  
**AGENDA MEMO DATE:** April 18, 2007  
**RECOMMENDED ACTION:** Awarding of Contract for Liquid Chlorine for the Department of Public Works and City of Reading, on behalf of the Reading Area Water Authority.

### RECOMMENDATION

The recommendation is to award the contract for approximately 450,000 pounds of liquid chlorine to Univar USA Inc., 532 East Emaus Street, Middletown PA 17057, who is the low bidder, for an approximate total bid price of \$136,332.00.

### BACKGROUND

Bids for approximately 438,000 lbs. of liquid chlorine in one (1) ton cylinders and approximately 12,000 lbs. in 150 lb. cylinders for use by the Reading Area Water Authority and the Environmental Division of Public Works were received on March 23, 2007. The approximately 438,000 lbs. of liquid chlorine in one ton cylinders will be used by both the Reading Area Water Authority and the Department of Public Works. The approximately 12,000 lbs. of liquid chlorine in 150 lb. cylinders will be used exclusively by the Reading Area Water Authority.

A copy of the Schedule of Bids is attached for your review.

**BUDGETARY IMPACT**

The Water Authority, Department of Public Works and Accounting have confirmed there are sufficient funds in budget account codes 50-15-84-4513 and 54-07-44-4513 with \$516,255.05 and \$325,275.00 respectively remaining after the contract funds are encumbered.

**PREVIOUS ACTION**

None

**SUBSEQUENT ACTION**

Formal action by Council is needed to award the contract at the April 23, 2007 meeting.

**RECOMMENDED BY**

Mayor, Managing Director, Reading Area Water Authority Executive Director, Directors of Public Works and Finance and Purchasing Coordinator.

**RECOMMENDED MOTION**

Approve/Deny the recommendation to award the contract to Univar USA, Inc. for the purchase of liquid chlorine.



# AGENDA MEMO

FINANCE DEPARTMENT

**TO:** City Council  
**FROM:** Heather Dunkle, Purchasing Coordinator  
**PREPARED BY:** Heather Dunkle, Purchasing Coordinator  
**MEETING DATE:** April 23, 2007  
**AGENDA MEMO DATE:** April 18, 2007  
**RECOMMENDED ACTION:** Awarding of Contract for One (1) 2006 Tandem Chassis for the Streets Division, Department of Public Works.

## RECOMMENDATION

The recommendation is to award the contract to Penske Buick GMC, 100 South Museum Road, Shillington, PA 19607, who is the sole bidder, for a total bid price of \$64,615.00.

## BACKGROUND

Bids for one (1) 2006 Tandem Chassis were received on April 12, 2007. Penske Buick GMC submitted a total bid of \$64,615.00 for the chassis.



A copy of the Schedule of Bids is attached for your review.

**BUDGETARY IMPACT**

The Department of Public Works and Division of Accounting have confirmed that funds sufficient for this contract have been included in budget account code 35-07-52-4803, with \$45,385.00 remaining in the code after contract funds are encumbered.

**PREVIOUS ACTION**

None.

**SUBSEQUENT ACTION**

Formal action by Council is needed to award the contract at the April 23, 2007, meeting.

**RECOMMENDED BY**

Mayor, Managing Director, Directors of Finance and Public Works, and Purchasing Coordinator.

**RECOMMENDED MOTION**

Approve/Deny the recommendation to award the contract to Penske Buick GMC, for one (1) Tandem Chassis for the Streets Division, Department of Public Works.



# AGENDA MEMO

## FINANCE DEPARTMENT

<b>TO:</b>	City Council
<b>FROM:</b>	Heather Dunkle, Purchasing Coordinator
<b>PREPARED BY:</b>	Heather Dunkle, Purchasing Coordinator
<b>MEETING DATE:</b>	April 23, 2007
<b>AGENDA MEMO DATE:</b>	April 18, 2007
<b>RECOMMENDED ACTION:</b>	Awarding of Contract for One (1) 2006 33,000 GVWR Packer Chassis for the Streets Division, Department of Public Works.

### RECOMMENDATION

The recommendation is to award the contract to Penske Buick GMC, 100 South Museum Road, Shillington, PA 19607, who is the sole bidder, for a total bid price of \$56,770.00.

### BACKGROUND

Bids for one (1) 2006 33,000 GVWR Packer Chassis were received on April 12, 2007.

Penske Buick GMC submitted a total bid of \$56,770.00 for the chassis.

A copy of the Schedule of Bids is attached for your review.

**BUDGETARY IMPACT**

The Department of Public Works and Division of Accounting have confirmed that funds sufficient for this contract have been included in budget account code 34-07-74-4803, with \$63,230.00 remaining in the code after contract funds are encumbered.

**PREVIOUS ACTION**

None.

**SUBSEQUENT ACTION**

Formal action by Council is needed to award the contract at the April 23, 2007, meeting.

**RECOMMENDED BY**

Mayor, Managing Director, Directors of Finance and Public Works, and Purchasing Coordinator.

**RECOMMENDED MOTION**

Approve/Deny the recommendation to award the contract to Penske Buick GMC, for one (1) 33,000 Packer Chassis for the Streets Division, Department of Public Works.

**BILL NO. \_\_\_\_\_**

**AMENDING THE CITY OF READING CODIFIED ORDINANCES BY ADDING A  
NEW PART 8 TO CHAPTER 6 - CONDUCT REGULATING THE REAL ESTATE  
ADVERTISEMENTS FOR REAL ESTATE FOR SALE IN THE CITY.**

**WHEREAS**, the City of Reading is a community enjoying many advantages such as affordable housing; and

**WHEREAS**, the growth of rental housing has increased the pressure on the City's neighborhoods and housing and has put additional strain on our stable residential neighborhoods; and

**WHEREAS**, the conversion of single family homes and other properties to rental properties has increased quality of life problems such as overcrowding, excess noise, traffic congestion, lack of parking, trash, poor property maintenance and deterioration of housing stock; and

**WHEREAS**, the City of Reading City Council continues to (1) strengthen the enforcement of the housing and occupancy regulations on rentals and pursue legal action when necessary; (2) increase inspection staff and increase fees so that the inspection program becomes self-supporting; (3) continue to use code enforcement, legislation and appropriate zoning to protect single family residences; and (4) discourage the further conversion of single family homes to rentals; and

**WHEREAS**, the City of Reading has received complaints regarding advertisements claiming single family dwellings located in the City of Reading could be converted for rental use; and

**WHEREAS**, the following ordinance will prohibit certain language used in the advertisement of properties for sale in the City of Reading.

**NOW THEREFORE, THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Amending the Codified Ordinances of the City of Reading by adding a new Part 8 to Chapter 6 – Conduct regulating the real estate advertisement of properties for sale in the City of Reading.

**SECTION 2. Declaration of Purpose.** The City of Reading City Council finds that the overabundance of the rental properties in the City is increasing quality of life problems and complaints such as congestion, lack of available parking, noise, increased traffic, trash, etc. Council and the Administration continue to strengthen enforcement efforts on housing problems, including placing a moratorium on the conversion of single family dwellings to multi-family rentals. Council has had complaints and has seen real estate advertisements informing prospective buyers that properties could easily be converted to multi-family rental properties. Therefore, to protect the quality of life of the City's residential neighborhoods Council, through enactment of this ordinance, restricts certain advertisement practices.

**SECTION 3.** Prohibiting those selling properties in the City of Reading from using any language that infers or states that these properties be converted to a use that contradicts the City's Zoning Code.

**SECTION 4.** Requiring the those selling all properties in the City of Reading to alert the potential buyer about requirements pertaining to requirements contained in the City's Codified Ordinances to include but not limited to Chapter 4 Buildings - Historical Districts and Chapter 27 – Zoning.

**SECTION 5. Penalty.** Failure to comply with the terms of this ordinance shall result in a fine in an amount of no less than \$1,000.

**SECTION 6.** This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted \_\_\_\_\_, 2007

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

*(Councilors Goodman-Hinnershitz and Waltman)*

**BILL NO. \_\_\_\_\_-2007**

**A N O R D I N A N C E**

**AMENDING CHAPTER 20 PART 1 SOLID WASTE OF  
THE CITY OF READING CODIFIED ORDINANCES**

**THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1:** Chapter 20 Part 2 of the City of Reading Codified Ordinances is hereby amended as follows:

§20-104 (1)(B)(1) is amended to add the following:

(g) Owners of owner occupied single family or multi-family dwellings upto and including four units that elect not to participate in the City Curbside trash program, shall provide per the requirements hereunder a copy of a valid written contract, to the City, for rear-yard (where possible) trash collection serviced, with a licensed hauler.

§20-104 (1)(B)(2) is amended to add the following:

(g) Owners of multi-family dwellings which are either owner occupied or non-owner occupied with five units or more that elect not to participate in the City Curbside trash program, shall provide per the requirements hereunder a copy of a valid written contract, to the City, for rear-yard (where possible) trash collection serviced, with a licensed hauler.

§20-104(8)(A) Municipal Waste is amended to read as follows:

§20-104(8)(A) Municipal Waste is amended to read as follows:

1. It shall be the responsibility of the owner/operator of all residential, owner occupied and non owner occupied, commercial, industrial or institutional properties and multifamily dwellings, owner occupied and non owner occupied, not on the City curbside trash removal program to submit the Solid Waste and Recycling Division of the Department of Public Works on a bi-annual basis, on or before February 1 and again on or before September 1 of each year evidence of a valid current agreement/contract with a licensed hauler including the collector's name, address and telephone number. This information shall also include the days and times of collection. The Department of Public Works must be notified in writing within 24 hours of such changes. Failure of the owner / operator of the aforesaid premises to submit the information as required herein shall subject the owner / operator to placement on the City curbside trash removal program. Placement on the City curbside trash removal program per the requirements hereof shall result in billing of the owner / operator for the cost thereof and responsibility for said bill. At the discretion of the Manager of the Solid Waste and Recycling Division a property may be removed from the City curbside trash removal program upon submission, though untimely, of evidence of a valid current agreement / contract with a license hauler for service of the subject property. Failure of the owner / operator to submit the information as required herein shall, in addition to the above, subject the hauler to penalties provided for in this Code.
2. Every trash hauler servicing properties in the City of Reading to submit to the Solid Waste and Recycling Division of the Department of Public Works of the City of Reading on a bi-annual basis, on or before February 1 and again on or before September 1 of each year evidence a current and valid list of all the properties it services by providing trash removal therefore including the address of the property serviced, the name of the owner the property, an address and telephone number of the owner, and the name, address and telephone number to where the bills are served and/or mailed if different from that of the owner. This information shall be designated in areas by days and time of collection and provided and listed in said manner permitting the identification as to when trash will be collected from the properties. Additionally, the haulers must provide a list of their observed holidays designating alternative dates for collection in areas affected by the holidays. The hauler must notify the Department of Public Works Solid Waste and Recycling Division not later than the 15<sup>th</sup> of each month of any additions or deletions from their bi-annual list.

§20-104 is amended to add subsection 10 and to read as follows:

10. It shall be the responsibility of the owner / operator of every property in the City of Reading to ensure its compliance with the requirements of this Part including but not limited notifying the

occupants of the requirements hereof and ensuring their compliance therewith and that a contract / agreement is undertaken by either a license hauler or per the City of Reading curbside trash removal program.

§20-107 Administrative Provisions is amended to read as follows:

**1. AUTHORIZED RETRIEVAL AND RESPONSIBILITY THEREFOR**

The City of Reading contractor for curbside trash removal is authorized to pick up, abate and/or remove violations of this Ordinance including but not limited to items not picked up by the properties contracted hauler, placement of bags for retrieval in excess of that permitted, dumping or items placed improperly. The City of Reading contractor for curbside trash removal shall obtain documentation of such violations and note the address thereof prior to retrieval of said violations. The contractor shall report the violations, provide proof thereof and the fact of their retrieval to the Manager or his/her designee City of Reading Solid Waste Division and/or Code Official assigned to the area from the violation was retrieved. The contractor shall additionally issue a bill to the City of Reading for the retrieval of the violations noting the date and address of the same. The City of Reading shall then issue a bill to the owner of the property from where the violation was retrieved for the costs it incurred to abate the violation. The City of Reading's contractor's removal of the violation and issuance of the City of a bill therefor shall not be exclusive remedy for abatement of such violations. The City reserves the right to undertake any additional action for such violation including but not limited commencing any appropriate legal action to recover costs for the abatement and/or commencement of penalty proceedings as set forth herein.

**2. PENALTY.**

A. Any person or entity found to be in violation of any provision of this Part shall, upon first conviction, be fined not less than \$50 but not more than \$300 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. If costs for abatement are incurred by the City, restitution of 200 percent of the costs shall be awarded to the City in addition to any fines or other penalties awarded herein. Owner shall also be required to provide a receipt from a licensed trash hauler for 1 year of prepaid trash collection service.

B. Upon second or subsequent offenses occurring within 5 years of a first offense, fines shall be doubled, to a minimum fine of \$100 but not more than \$600 plus costs and, in default of payment of said fine and



costs to a term of imprisonment not to exceed 30 days. If costs for abatement are incurred by the City, restitution of 200 percent of the costs shall be awarded to the City in addition to any fines or other penalties awarded herein. Owner shall also be required to provide a receipt from a licensed trash hauler for 1 year of prepaid trash collection service.

C. Every violator of the provisions of this Part shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this Section for each and every separate offense.

### **3. ENFORCEMENT**

The City's Code Enforcement Division, Department of Public Works, the Police Department and any other City enforcement officers are authorized and directed to enforce this Part. The Director of the Department of Public Works is hereby authorized and directed to promulgate and establish reasonable rules and regulations for the collection, storage and disposal of solid waste in accordance with the terms herein and any other matters required to implement this Part. The City may change, modify, repeal or amend any portion of said rules and regulations at any time.

### **4. FORFEITURE AND SEIZURE**

Any person or entity violating relevant provisions of this Part, including collection of trash outside of the zoned collection day, may be subject to forfeiture and seizure of property as set forth in 53 P.S. §4000.1715 and 25 Pa.Code §271.431.

### **5. CONTINUED RIGHT AND CITY CONTRACT**

The issuance of a hauler's license does not grant a continued right to any collector to haul or collect municipal waste or recyclables in the City and the City reserves the right to contract for municipal waste and recycling services or to initiate the public collection of municipal waste and/or recyclables at any time.

**SECTION 2:** All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended shall remain in full force and effect.

**SECTION 3:** If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 4:** This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

**Bill No.**\_\_\_\_\_

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES BY AMENDING CHAPTER 20 SOLID WASTE, SECTION 2 DUMPSTER PLACEMENT.**

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1:** Amending the Codified Ordinances by Chapter 20, Part 2 Dumpster Placement as attached in Exhibit A.

**SECTION 2.** This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted\_\_\_\_\_, 2007

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

Submitted to Mayor: \_\_\_\_\_  
Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_  
Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_  
Date: \_\_\_\_\_

## **PART 2**

### **DUMPSTER PLACEMENT**

#### **§20-201. Definitions.**

The following words and phrases when used in this Part shall have, unless the context clearly indicates otherwise, the meanings given to them in this Section:

**BUSINESS DAY** - that part of any day on which City Hall is open to the public for carrying on substantially all of its functions.

**CART** - any container which is made of rigid plastic, with two wheels, which is intended to be mechanically emptied and used for the purpose of temporarily holding refuse with a maximum capacity of ½ cubic yard or 96 gallons.

**COMMERCIAL** - a property relating to or connected with trade and traffic or commerce in general or a property which includes four or more separate residential dwelling units.

**CONTAINER** - any dumpster or cart.

**CURBLINE** - the line in the public right-of-way, constructed or proposed, as shown on the official map, that separates the portion of the public right-of-way dedicated to vehicular traffic from that dedicated to pedestrian traffic.

**DUMPSTER** - any container used for the purpose of storing refuse until the scheduled collection day with a capacity of 1 cubic yard (202 gallons) or greater.

**DUMPSTER OWNER** - one who rents dumpsters or toters to another (that is, a licensed hauler).

**HAULER** - any person, licensed or unlicensed, who collects, transports or disposes of recyclables, solid waste or refuse.

**LICENSED HAULER** - one who rents dumpsters or toters to another who has a valid City and State hauler's license.

**LESSEE** - a property owner or agent thereof who or leases a dumpster or toter from a licensed hauler as defined herein.

**OBSTRUCTION** - any structure or other object whatsoever that, in any manner, impedes, obstructs or otherwise limits or prevents that full and unrestricted use whatsoever, by the public, of any public right-of-way.

**OFFICIAL MAP** - the topographical survey of Reading, Pennsylvania, on file in the Engineering Office.

**PASSABLE** - free of any impediment or obstruction, whatsoever, that would hinder the travel of the public.

**PERMANENT DUMPSTER** - any dumpster - of a 3 cubic yards or less - intended to be used for an undetermined period of time for the purpose of solid waste storage.

**PROPERTY OWNER/LESSEE** - a property owner or agent thereof who owns or leases a dumpster or toter as defined herein or who applies and receives a permit for permanent placement of trash receptacle in the public right-of-way.

**PUBLIC RIGHT-OF-WAY** - the area between topographical building lines (for the purpose of this Part) set aside for public use or ownership as a street, alley, crosswalk, easement or other similar facility.

**RESIDENTIAL** - a property containing four or fewer separate dwelling units.

**SIDEWALK** - that portion of the sidewalk area for which paving is required by *Ord. 25-1889, 6/28/1889, §1* [§21-503].

**SIDEWALK AREA** - that portion of the public right-of-way occurring between the curbline and the topographical building line (for the purpose of this Part).

**STREET PROPERTY LINE** - the line that is coincident to and identical with the line marking the extremity of the public right-of-way as shown on the official map of the City of Reading.

**TEMPORARY DUMPSTER** - any dumpster intended to be used for a specified period of time for the purpose of construction, demolition or rehabilitation waste storage.

**TOPOGRAPHICAL BUILDING LINE** - the property line as shown on the official map of the City of Reading.

**TOTER** - any container which is made of rigid plastic, with two wheels, which is intended to be mechanically emptied and used for the purpose of temporarily holding of refuse with a maximum capacity of 2 cubic yards or 96 gallons

**TRASH CAN** - any container under 95 gallons made of rigid plastic or metal used to hold refuse that differs in any way from a cart (defined above).

**TRASH RECEPTACLE** - ~~any dumpster/cart or trash~~ container used for the storage of trash.

(*Ord. 38-2005, 7/13/2005, §1*)

#### **§20-202. General.**

1. Dumpster, cart, or trash receptacle lessees, owners, permittees shall be responsible for keeping the area around the container clean and sanitary as required by herein, Health Code Regulations [Chapter 10, Part 1] and the Property Maintenance Code [Chapter 5, Part 6].
2. Dumpster, cart, or trash receptacles shall not be located in areas visible from the public right-of-way, unless permitted by the Codes Enforcement Division ~~Department of Public Works~~.
3. Each property shall have no more than one cart per unit to a maximum of two carts per property address stored within the public right-of-way.

(*Ord. 38-2005, 7/13/2005, §1*)

#### **§20-203. CONDITIONS OF USE.**

##### **1. Placement and Maintenance for Trash Receptacles.**

**A. Placement.** Trash receptacles shall be located in the rear of properties and may not be visible from the public right-of-way area of a property. Trash receptacles shall not be stored within the public right-of-way on commercial, industrial property, or residential property unless it has been determined by the Codes Enforcement Division and Department of Public Works that no other location is available for trash storage and a permit for such storage has been obtained from the City.

~~B. The owner of the trash receptacles shall place and maintain, on the outside of each container in legible letters not less than 1 inch in height, the owners name or company logo, telephone number, the current city hauler permit number and the dumpster permit issued by the Codes Enforcement Division Department of Public Works for such container.~~

~~C. Each trash receptacle shall be covered at all times by a clean, leakproof, proper fitting and functioning lid.~~

~~(2) D. **Permanent Trash Receptacles**~~

~~(1) **Outside View Of Or Public Right of Way.** Trash receptacles are permitted to be placed in areas that are not in or visible from the public right-of-way without obtaining a permit from the Codes Enforcement Division Department of Public Works.~~

~~(2) **Generally Visible From or in Public Right of Way.** Trash receptacles may be permanently placed within the public right-of-way when it has been determined by the Code Enforcement Division and Department of Public Works that no other accessible location is available for trash collection and storage and the owner has received the necessary permit. The permit shall be placed on the trash receptacle. The owner must first demonstrate that this trash receptacle is necessary to ensure the health and safety for area residents and patrons. The Codes Enforcement Division in conjunction with the Department of Public Works shall have the authority to determine feasibility.~~

~~(3) **Historical Districts.** No permanent trash receptacles shall be allowed on any public right-of-way or be allowed to be visible from any public right-of-way in any area designated as a historic district in the Codified Ordinances of the City. Where it is preclusive to place a trash receptacle out of view of the public right of way as a result of the design of the structure, the location of placement of the receptacle shall be determined and a permit issued accordingly upon consultation with the Codes Division and Historic Preservation Officer. Issuance of a permit for placement of a container in a historic district within the view of the public right of way is subject to the Historical District Ordinance, Ordinance 35-1999 Codified as Chapter 4 Part 1, where appropriate.~~

~~without review and approval of the  
Department of Public Works and the Historic Preservation Specialist pursuant to  
*Ord. 35-1999, 12/13/1999* [Chapter 4, Part 1 (Historical District Ordinance)].~~

~~E. (4) **In Areas Under the Jurisdiction of the Downtown Improvement District.** No permanent trash receptacles shall be installed in any public right-of-way or be visible from any public right-of-way in any area under the jurisdiction of the Downtown Improvement District without review and approval by the Department of Public Works, Historic Preservation Specialist and the Downtown Improvement District Authority pursuant to *Ord. 134-1994, 1/11/1995* [Chapter 1, Part 4D].~~

~~B. **Identification.** The owner of the trash receptacles shall place and maintain, on the outside of each container in legible letters not less than 1 inch in height, the owners name, address receptacle is servicing (if private) or company logo, telephone number, the current city hauler permit number and the dumpster the permit issued by the Codes Enforcement Division Department of Public Works for such container, where applicable.~~

~~C. **Maintenance.** Each trash receptacle shall be covered at all times by a clean, leakproof, proper fitting and functioning lid. All trash receptacles shall not be loaded at any time in such a manner to constitute overloading thereby preventing suitable required covering.~~

~~(*Ord. 38-2005, 6/13/2005, §1*)~~

~~2. D. **Clearance Requirements.** Permitted trash receptacles shall not obstruct or otherwise limit or prevent the full and unrestricted use of any public right-of-way. Minimum~~

sidewalk clearances of 5 feet must be retained at all times.

#### **A.E. Set Out Requirements.**

(1) Trash receptacles may be placed temporarily at curbside directly in front of the property being serviced no earlier than 8:30 p.m. the day before and shall be removed from the public right-of-way by 8:00 p.m. the day of schedule refuse collection.

~~(2) Trash receptacles may be permanently placed within the public right-of-way when it has been determined by the Department of Public Works that no other accessible location is available for trash collection and storage and the owner has received the necessary permit. The permit shall be placed on the trash receptacle. The owner must first demonstrate that this trash receptacle is necessary to ensure the health and safety for area residents and patrons. The Department of Public Works shall have the authority to determine feasibility.~~

~~(3) Permanent trash receptacles in Historical Districts. No permanent trash receptacles shall be allowed on any public right-of-way or be allowed to be visible from any public right-of-way in any area designated as a historic district in the Codified Ordinances of the City with out review and approval of the Department of Public Works and the Historic Preservation Specialist pursuant to Ord. 35-1999, 12/13/1999 [Chapter 4, Part 1 (Historical District Ordinance)].~~

~~(4) Permanent trash receptacles in areas under the jurisdiction of the Downtown Improvement District. No permanent trash receptacles shall be installed in any public right-of-way or be visible from any public right-of-way in any area under the jurisdiction of the Downtown Improvement District without review and approval by the Department of Public Works, Historic Preservation Specialist and the Downtown Improvement District Authority pursuant to Ord. 134-1994, 1/11/1995 [Chapter 1, Part 4D].~~

~~(20, PART 2)~~

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~~(5) All trash receptacles shall not be loaded at any time in such a manner to constitute overloading thereby preventing suitable required covering.~~

~~(Ord. 38-2005, 6/13/2005, §1)~~

## **2. Placement and Maintenance Dumpsters**

**A. Placement.** Dumpsters shall be located in the rear of properties and may not be visible from the public right-of-way area of a property. Dumpsters shall not be stored within the public right-of-way on commercial, industrial property, or residential property **UNLESS** it has been determined by the Department of Public Works **and the Codes Division** that no other location is available for trash storage and a permit for such storage has been obtained from the City.

(1) **Containers in Historic Districts.** No dumpsters shall be allowed on any public right-of-way or be allowed to be visible from any public right-of-way in any area designated as a historic district in the Codified Ordinances of the City. Where it is preclusive to place a dumpster out of view of the public right of way as a result of the design of the structure, the location of placement of the dumpster shall be determined and a permit issued accordingly upon consultation with the Codes Division and Historic Preservation Officer. Issuance of a permit for placement of a container in a historic district within the view of the

public right of way is subject to the Historical District Ordinance, Ordinance 35-1999 Codified as Chapter 4 Part 1, where appropriate.

**(2) Containers in Areas Under the Jurisdiction of the Downtown Improvement**

**District.** No containers shall be installed in any public right-of-way or be visible from any public right-of-way in any area under the jurisdiction of the Downtown Improvement District without review and approval pursuant to *Ord. 134-1994*, 1/11/1995 [Chapter 1, Part 4D].

**(3) Sidewalk.** Containers of 3 cubic yards or greater may not be placed on sidewalk.

**(4) Street.** Containers of 3 cubic yards or less may not be placed in the street.

**B. Identification.** The dumpster owner shall place and maintain, on the outside of each dumpster in legible letters not less than 1 inch in height, the owners name or company logo, telephone number, the current city-hauler permit number and the dumpster permit issued by the **Codes Division** for such container. All dumpsters shall be fitted with Department of Transportation regulated reflective tape in a vertically stripped fashion on each of the four corners from the top of the base (or bottom), extending around each corner by a minimum of 2 feet. [*Ord. 12-2005*]

**C. Maintenance.** ~~Each container shall be covered at all times by a clean, leakproof, proper fitting and functioning lid.~~ All dumpsters shall be well painted, leak proof, in good repair, clean and free of offensive odors. All trash receptacles shall not be loaded at any time in such a manner to constitute overloading thereby preventing suitable required covering.

~~**D. Containers in Historic Districts.** No containers shall be allowed on any public right-of-way or be allowed to be visible from any public right-of-way in any area designated as a historic district in the Codified Ordinances of the City. Where it is preclusive to place a dumpster out of view of the public right of way as a result of the design of the structure, the location of placement of the dumpster shall be determined and a permit issued accordingly upon consultation with the Codes Division and Historic Preservation Officer. Issuance of a permit for placement of a container in a historic district within the view of the public right of way is subject to the Historical District Ordinance, Ordinance 35-1999 Codified as Chapter 4 Part 1, where appropriate.~~

~~**E. Containers in Areas Under the Jurisdiction of the Downtown Improvement**~~

~~**District.** No containers shall be installed in any public right of way or be visible from any public right of way in any area under the jurisdiction of the Downtown Improvement District without review and approval pursuant to *Ord. 134-1994*, 1/11/1995 [Chapter 1, Part 4D].~~

~~F. Containers of 3 cubic yards or greater may not be placed on sidewalk.~~

~~G. Containers of 3 cubic yards or less may not be placed in the street.~~

**D. Clearance Requirements.** Permitted containers shall not obstruct or otherwise limit or prevent the full and unrestricted use, of any public right-of-way. Minimum sidewalk clearances of 5 feet must be retained at all times.

**E.. Temporary and Permanent Dumpsters.**

**(1) Temporary Dumpsters.** Temporary dumpsters, incidental to construction, rehabilitation or demolition work, may be placed within the public right-of-way for a maximum of 10 calendar days after receipt of the necessary permit. The permit shall be displayed on the dumpster. ~~All temporary dumpsters/trash receptacles shall be well painted, leak proof, in good repair, clean and free of offensive odors and be fitted with Department of Transportation regulated reflective tape in a vertically stripped fashion on each of the four corners from top to bottom, extending around each corner by a minimum of 2 feet.~~ All temporary dumpsters with contents

shall be covered with a suitable cover or tarpaulin during: (a) periods of non-use; (b) night hours (6:00 p.m. to 6:00 a.m.); (c) high wind conditions; or (d) transport in order to prevent unauthorized use and/or scattering of any contents therein.

**B. Permanent Dumpsters.** Permanent dumpsters - 3 cubic yards or less - may be placed within the public right-of-way when it has been determined by the Codes Enforcement Division in conjunction with the Department of Public Works that no other location is available for trash collection and storage and the owner has received the necessary permit. The owner must first demonstrate that this dumpster is necessary to ensure the health and safety for area residents and patrons. Dumpster 3 cubic yards or greater cannot be permanently placed in any right-of-way.

~~C. All dumpsters shall not be loaded at any time in such a manner to constitute overloading, thereby preventing suitable required covering.~~

#### **~~6. Trash Receptacles.~~**

##### **~~A. Set Out Requirements.~~**

~~(1) Trash receptacles may be placed temporarily at curbside directly in front of the property being serviced no earlier than 8:30 p.m. the day before and shall be removed from the public right of way by 8:00 p.m. the day of scheduled refuse collection.~~

~~(2) Trash receptacles may be permanently placed within the public right of way when it has been determined by the Department of Public Works that no other accessible location is available for trash collection and storage and the owner has received the necessary permit. The permit shall be placed on the trash receptacle. The owner must first demonstrate that this trash receptacle is necessary to ensure the health and safety for area residents and patrons. The Department of Public Works shall have the authority to determine feasibility.~~

~~(3) Permanent trash receptacles in Historical Districts. No permanent trash receptacles shall be allowed on any public right of way or be allowed to be visible from any public right of way in any area designated as a historic district in the Codified Ordinances of the City with out review and approval of the Department of Public Works and the Historic Preservation Specialist pursuant to *Ord. 35-1999, 12/13/1999* [Chapter 4, Part 1 (Historical District Ordinance)].~~

~~(4) Permanent trash receptacles in areas under the jurisdiction of the Downtown Improvement District. No permanent trash receptacles shall be installed in any public right of way or be visible from any public right of way in any area under the jurisdiction of the Downtown Improvement District without review and approval by the Department of Public Works, Historic Preservation Specialist and the Downtown Improvement District Authority pursuant to *Ord. 134-1994, 1/11/1995* [Chapter 1, Part 4D].~~

~~(20, PART 2)~~

~~Page Revised 12/19/2005 20-31~~

~~(5) All trash receptacles shall not be loaded at any time in such a manner to constitute overloading thereby preventing suitable required covering.  
(*Ord. 38-2005, 6/13/2005, §1*)~~

### **3. Placement and Maintenance of Permanent Carts.**



**A. Placement.** Carts shall be located in the rear of properties and may not be visible from the public right-of-way area of a property. Carts shall not be stored within the public right-of-way on commercial, industrial property, or residential property UNLESS it has been determined by the Department of Public Works **and the Codes Division** that no other location is available for trash storage and a permit for such storage has been obtained from the City.

(1) **Containers in Historic Districts.** No carts shall be allowed on any public right-of-way or be allowed to be visible from any public right-of-way in any area designated as a historic district in the Codified Ordinances of the City. Where it is preclusive to place a cart out of view of the public right of way as a result of the design of the structure, the location of placement of the cart shall be determined and a permit issued accordingly upon consultation with the Codes Division and Historic Preservation Officer. Issuance of a permit for placement of a container in a historic district within the view of the public right of way is subject to the Historical District Ordinance, Ordinance 35-1999 Codified as Chapter 4 Part 1, where appropriate.

(2) **Containers in Areas Under the Jurisdiction of the Downtown Improvement District.** No cart shall be installed in any public right-of-way or be visible from any public right-of-way in any area under the jurisdiction of the Downtown Improvement District without review and approval pursuant to *Ord. 134-1994*, 1/11/1995 [Chapter 1, Part 4D].

(3) **Sidewalk.** Carts of 3 cubic yards or greater may not be placed on sidewalk.

(4) **Street.** Carts of 3 cubic yards or less may not be placed in the street.

**B. Identification.** The cart owner shall place and maintain, on the outside of each dumpster in legible letters not less than 1 inch in height, the owners name or company logo, telephone number, the current city-hauler permit number and the permit issued by the **Codes Division** for such container. All carts shall be fitted with Department of Transportation regulated reflective tape in a vertically stripped fashion on each of the four corners from the top of the base (or bottom), extending around each corner by a minimum of 2 feet. [*Ord. 12-2005*]

**C. Maintenance.** All carts shall be well painted, leak proof, in good repair, clean and free of offensive odors. All carts shall not be loaded at any time in such a manner to constitute overloading thereby preventing suitable required covering.

**D. Clearance Requirements.** Permitted carts shall not obstruct or otherwise limit or prevent the full and unrestricted use, of any public right-of-way. Minimum sidewalk clearances of 5 feet must be retained at all times.

## **§20-204. Permits, Fees and Fines.**

### **1. Temporary Dumpsters.**

A. The cost of the permit shall be five dollars a day not to exceed \$75 in 10 calendar days with a minimum of \$25.

B. Permits for temporary dumpsters may be renewed for up to 10 calendar day increments at the sole discretion of the Codes Enforcement Division ~~Department of Public Works~~ if the work is deemed to be in the best interest of the public. Each renewal permit shall cost equal to the cost of the first 10 calendar days.

C. The permit shall be displayed on the trash receptacles for which the permit was issued.

D. In the event the City incurs costs described herein, an accounting of such expenses

shall be delivered along with a bill to the licensed hauler at which time payment to City shall be due and payable. This shall have no effect on other action the City may take such as issuing citations for violations of this Part.

## **2. Permanent Dumpsters.**

A. Permits shall be obtained by the licensed hauler and are required for each dumpster in the public right-of-way in the City of Reading. The licensed hauler applying for a dumpster permit shall list the address where the dumpster will be serviced.

B. The dumpster permits may be transferred to other locations within the City of Reading. The licensed hauler must provide the new service address within 1 business day prior to the relocation of service for the license to be transferred without fee or fine. The dumpster permit may be transferred to other locations within the City of Reading. The licensed hauler must provide the new service address prior to relocating the dumpster to the new address and a new permit will be issued without fee by the Codes Enforcement Division ~~Department of Public Works~~, which must be placed on the dumpster.

C. The permit shall be displayed on the trash receptacles for which the permit was issued. The permit shall be issued for a period of 1 year.

D. The cost of the dumpster permit shall be \$150 annually. The lessee shall provide to the City, upon request, a copy of the lease agreement if applicable and the agreement with the licensed hauler with schedule of pickup.

E. In the event the City incurs costs described herein, an accounting of such expenses shall be delivered along with a bill to the licensed hauler, at which time payment to City shall be due and payable. This shall have no effect on other action the City may take such as issuing citations for violations of this Part.

~~F. Trash receptacles are permitted to be placed in areas that are not visible from the public right-of-way without obtaining a permit from the Department of Public Works.~~

## **3. Permanent Cart.**

A. Permits shall be obtained by a licensed hauler and are required for each cart in the public right-of-way in the City of Reading. The licensed hauler applying for a cart permit shall list the address of the property where the cart will be serviced.

B. The cart permit permits may be transferred to other locations within the City of Reading. The licensed hauler must provide the new service address prior to relocating the cart to the new address and a new permit will be issued without fee by the Department of Public Works, which must be placed on the cart.

C. The permit shall be displayed on the cart in a conspicuous location. The permit shall be issued for a period of 1 year.

D. The cost of the cart permit shall be \$150 annually. The lessee shall provide to the City, upon request, a copy of the lease agreement if applicable and the agreement with the licensed hauler with schedule of pickup.

E. In the event the City incurs costs described herein, an accounting of such expenses shall be delivered along with a bill to the licensed hauler at which time payment to City shall be due and payable. This shall have no effect on other action the City may take such as issuing citations for violations of this Part.

F. Containers are permitted to be stored on private property without obtaining a

permit.

(Ord. 38-2005, 6/13/2005, §1)

#### **4. Trash Receptacle.**

A. Permits shall be obtained by a property owner as required to place a trash receptacle permanently in the public right of way in the City of Reading. The property owner applying for a receptacle permit shall list the address of the property that the receptacle service.

B. The permit shall be displayed on the receptacle in a conspicuous location or be available for inspection upon request. The permit shall be issued for a period of 1 year.

C. The cost of the cart permit shall be \$?? annually.

D. In the event the City incurs costs described herein, an accounting of such expenses shall be delivered along with a bill to the licensed hauler at which time payment to City shall be due and payable. This shall have no effect on other action the City may take such as issuing citations for violations of this Part.

**5. Property and Liability Insurance.** Prior to the issuance by the City of any permit or other authority to erect, a dumpster, cart, or receptacle in the public right-of-way, the licensed hauler or person requesting such a permit thereof shall execute a hold harmless agreement in such form as the City shall provide, guaranteeing to defend, protect and compensate the City as a result of any cause of action which may be brought or perfected against the City in connection herewith; or shall deposit with the Law Department of the City of Reading, a certificate of insurance acceptable to the City Solicitor covering such licensed hauler for property damages in an amount of not less than \$50,000 for any one claim, and not less than \$100,000 for claims arising from the same undertaking, as well as public liability insurance in an amount of not less than \$100,000 from any one claim and not less than \$300,000 for more than one claim arising from the same undertaking, such certificate shall be for continuous coverage unless canceled by the insurance company at which time the appropriate offices of the City shall be notified, in writing, by such insurance company.

#### **§20-205. Administrative Provisions.**

1. **Regulations.** The ~~Director of Public Works~~ Manager of the Codes Enforcement Division may promulgate such regulations as are necessary for the proper administration and enforcement of this Part.

2. **Administrative Authority.** This Part shall be enforced under the jurisdiction of the City Codes Enforcement Division ~~Department of Public Works~~. Enforcement is delegated to and shared with the Codes Enforcement Division ~~Office~~, Police Department and the Department of Public Works.

#### **3. Penalty.**

##### **A. Placement Without Permit.**

Any person who has placed, places or causes to be placed any contained in the public right-of-way or view thereof without first obtaining authorization and a permit from the Codes Enforcement Division of the City of Reading upon notice by the City of Reading and failure to

comply therewith shall be subject to the provisions and/or penalty as prescribed by this and any other applicable ordinance of the City of Reading.

**A.B. Removal of Container.**

(1) Any person who has placed, places or causes to be placed any container in the public right-of-way, when alternative storage and collection methods are available, shall immediately remove such container upon notice by the City and shall be subject to provisions and/or penalty as prescribed by this or other ordinances of the City of Reading.

(2) The failure of the licensed hauler to remove the container, upon notice by lessee or by the City to do so, shall be a violation of this Part and subject to provisions and/or penalty as prescribed by this or other ordinances of the City of Reading herein.

**B.C. Remedies.**

(1) All violations of this Part shall be corrected within 5 days of notice from the City, or be subject to the fines below:

(a) Whoever violates any provision of this Part shall, upon conviction thereof, in a summary proceeding, be fined a minimum of \$100.00 but not more than \$1,000.00. If costs and damages are incurred, restitution shall be awarded to the City in addition to any fines or other penalties awarded herein.

(b) Every violator of the provisions of this Part shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this Section for each and every separate offense.

(c) Noncompliance with any of the provisions contained within this Part may result in the removal of any and all trash receptacles by the City of Reading or its delegates.

*(Ord. 38-2005, 6/13/2005, §1)*

**BILL NO. \_\_\_\_\_-2007**

**A N O R D I N A N C E**

**AUTHORIZING THE CONVEYANCE OF EAST READING POOL AND ITS SURROUNDING PREMISES SITUATE AT 535 SOUTH 14 ½ STREET, READING, BERKS COUNTY, PENNSYLVANIA TO THE CITY OF READING AND FOR THE CITY TO UNDERTAKE OWNERSHIP AND OPERATION OF EAST READING POOL AS WELL AS EXECUTION OF ALL NECESSARY DOCUMENTS TO ACCOMPLISH THE SAME**

**WHEREAS**, East Reading Swimming Association is the owner of certain real property located at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania also known as East Reading Pool (“East Reading Pool”).

WHEREAS, the East Reading Pool is need of repairs to continue operation.

WHEREAS, the Association is underfunded to make the requisite repairs.

WHEREAS, the City of Reading (“City”) desires to make the requisite repairs to East Reading Pool to permit it to continue to operate and serve the members of the Association and public of the City of Reading.

WHEREAS, in consideration of making the necessary repairs for continued operation of East Reading Pool, the City of Reading desires to obtain possession and takeover operations of the pool.

WHEREAS, the Association wishes to convey East Reading Pool and its operations to the City.

**WHEREAS**, the City of Reading desires to undertake ownership of said premises and operations of the East Reading Pool.

**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** The City of Reading is hereby authorized and shall obtain possession and accept conveyance from East Reading Swimming Association of East Reading Pool and its surrounding premises situate at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania. Said conveyance is contingent upon the terms and conditions of the Agreement between the City of Reading and East Reading Swimming Association as attached hereto, made a part hereof and marked as Exhibit "A." To accept conveyance of East Reading Pool, the City of Reading is authorized to issue payment therefor per the terms set forth in Exhibit "A" and any and all applicable federal, state and City of Reading applicable laws, statutes, ordinances, polices, regulations and procedures. Upon conveyance the City of Reading by and through it Department of Public Works is authorized to overtake operations of the East Reading Pool and commence the necessary and appropriate actions for the requisite repairs pursuant to applicable City of Reading ordinances, polices and procedures.

The Mayor of the City of Reading is hereby authorized to execute any and all documents necessary for the City's acceptance of conveyance of East Reading Pool, 535 South 14 ½ Street, Reading, Berks County, Pennsylvania, including but not limited to a deed, or deeds, a Sales Agreement, and Agreement between the City of Reading and East Reading Swimming Association outlining the terms of the conveyance as well as any other required documents to complete the conveyance of legal title.

**SECTION 2:** All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended hereby shall remain in full force and effect.

**SECTION 3:** If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 4:** This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted \_\_\_\_\_, 2007

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_

City Clerk

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

## **AGREEMENT**

This Agreement ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the CITY OF READING ("City"), by and through its authorized representatives, a Pennsylvania municipality having its principal office located at 815 Washington Street, Reading, Pennsylvania

AND

EAST READING SWIMMING ASSOCIATION, ("Association") by and through its authorized representative, \_\_\_\_\_, with a registered address of PO Box 12185 Reading, Pennsylvania 19612.

## **BACKGROUND**

East Reading Swimming Association is an association created to own, operate and oversee the East Reading Pool located at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania.

Association is the owner of certain real property located at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania also known as East Reading Pool ("East Reading Pool").

The pool of East Reading Pool is need of repairs to continue operation.

The Association is underfunded to make the requisite repairs.

The City desires to make the requisite repairs to East Reading Pool to permit it to continue to operate and serve the members of the Association and public of the City of Reading.

In consideration of making the necessary repairs for continued operation of East Reading Pool, the City of Reading desires to obtain possession and take over operations of the pool.

The Association wishes to convey possession of East Reading Pool and turn over its operations to the City.

The City and Association have agreed to certain terms regarding change of ownership, possession and operation of East Reading Pool.

The parties desire to confirm the terms of their agreement in writing, thus they enter into this Agreement.



NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, INTENDING TO BE LEGALLY BOUND HEREBY, agree as follows:

1. The Association agrees to convey by way of quit claim deed the property known as at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania a/k/a East Reading Pool to the City and take all necessary actions and execute the appropriate paperwork to undertake such dedication.
2. The City agrees to pay the outstanding monies due to National Loan Investors \_\_\_\_\_ (Address) Recorded on \_\_\_\_\_ at the Berks County Recorder of Deeds at Book \_\_\_\_ and Page \_\_\_\_ between said Bank and the Association.
3. The parties agree that the term pool herein shall be construed to include the pool, all its surrounding premises, and structures on said premises.
4. The City agrees that the name of the pool not change and shall remain as East Reading Swimming Association.
5. The City agrees to permit the Association and its Board of Directors ("Board") (hereinafter jointly referred to as "Association") thereof to remain in place.
6. The City agrees to keep the Association's Board of Directors informed to the best of its ability.
7. The Association agrees to annually provide the City a list of its officers and their contact information including but not limited to addresses, phone numbers and alternative phone numbers, e.g. cell or work.
8. The City agrees to operate and maintain the pool for a minimum of five (5) years. Should the City elect at the end of said period to discontinue its ownership and operation of the East Reading Pool, the Association shall have right of first refusal to purchase and overtake ownership and operations of the pool for a sum to be determined upon performance of a complete business evaluation.
9. The City agrees that following its first full year / season of operation of the pool it will hold discussions with the Association regarding funding and operational needs of the pool, including but not limited to discussions regarding contributions by the Association for operation of the pool.
10. The City agrees to provide the Association's Board quarterly statements detailing the pool's operational needs.

11. The City agrees to, within the best of its ability, consult with and keep the Association via its Board informed regarding all matters impacting its members and stockholders. It is further agreed by the City that it shall not take any action against a member or stockholder prior to consultation with the Board, excluding any action taken by the police or as a result of the need to call police arising from an incident at the pool.

12. The City agrees to make all capital improvements at its expense to East Reading Pool necessary to comply with all applicable federal, state and local requirements as determined through inspections by the appropriate personnel and independent consultant to permit the Pool to continue to operate. A true and correct copy of the report setting forth the requisite capital improvements to be undertaken by the City as determined by the appropriate personnel and independent consultant is attached hereto, made a part hereof and marked as Exhibit "A."

13. The City agrees to maintain the pool, all surrounding grounds and accessory buildings, at its sole expense, in compliance with all applicable federal, state and local requirements and to provide all maintenance services required and necessary chemical and janitorial supplies.

14. The City agrees to be responsible for all costs of utilities for operation of the pool, surrounding grounds, accessory buildings and the concession stand.

15. The parties agree that the terms of this Agreement shall be in effect and fully enforceable so long as the City retains ownership and operation and maintains the pool and its surrounding premises and structures.

16. The City agrees to permit the Association and its Board to continue their fundraising efforts to include an amount agreed upon by the parties annually via memberships and other activities to meet the pool's operational needs.

17. The City agrees to provide the Association a key to the pool for access for its fundraisers and events as agreed to by the City on an annual basis. The City reserves the right to require return of the key should it be determined that the Association fails to comply with its obligations herein or abuses possession of the key.

18. The Association agrees to encourage its members to pay all fees associated with membership directly to its appropriate Board personnel. However, should such arrangements be impracticable the City agrees to accept monies related directly to membership including but not limited to membership fees and dues, fines and penalties, fundraisers, donations, and gifts at the gatehouse provided the Association provides the City the method of properly recording and documenting receipt of such monies via receipt book and envelopes. The City agrees that monies received at the gatehouse related to membership of the Association shall be provided solely to the Association's President, Vice-President or Financial Secretary.

19. The City agrees to permit the Association under the oversight of its Board and City Department of Public Works to operate the concession stand at the Pool. The City, however, will not preclude the public from bringing food and drink to the pool from outside sources.

20. The City agrees to permit the Association to retain all profits from operation of the concession stand.

21. The Association agrees to operate the concession stand in accordance with all applicable laws, statutes, regulations and ordinances except as otherwise set forth herein.

22. The Association agrees that it shall be responsible for and assume the costs of obtaining all other City requisite approvals for operation of the concession stand including but not limited to obtaining the necessary permits from the City of Reading.

23. The Association shall obtain a Business Privilege License for and be responsible for payment of Business Privilege Tax on gross receipts from operation of the concession stand.

24. City agrees to exempt the Association and its operation of the concession from all City taxing requirements but for those set forth in Paragraph 23 above.

25. The Association agrees that it shall assume all costs associated with staffing, supplies, and minor equipment and small appliances for the concession stand, including but not limited to the requisite benefits and insurance coverage for the employees and/or volunteers thereof.

26. The Association agrees to staff the concession stand in accordance with all applicable laws, statutes, regulations and ordinances.

27. The City agrees to cover the concession stand structure and major equipment and appliances for the stand under its policy of liability and fire insurance for the Pool which shall also list the Association as an Additional Insured.

28. The City agrees as part of its capital improvements to purchase at its sole expense any necessary major equipment and appliances for the concession stand. Such purchases will be in accord with the City's Purchasing Policy. Additionally, purchases and installation of major equipment and appliances for the concession stand will be pursuant to all applicable federal, state and City, statute, laws, and regulations.

29. The City will be responsible for staffing the requisite personnel for operation of the pool, including a swim teach coach, excluding the concession stand, and providing the required benefits, insurance, etc and withholding the appropriate

taxes for said employees. Said personnel shall be employed per the City's ongoing laws, practices, regulations, policies as well as applicable federal and state laws, statutes and regulations.

30. The City shall give preference to existing Association staff to meet the staffing needs of the remaining operations of the Pool in accordance with all applicable law, statutes, regulations, policies, practices and ordinances.

31. The Association agrees to select and maintain its Membership in accord with any and all applicable federal, state and local laws, statutes, and regulations. The Association agrees to indemnify the City for any action arising from failure to abide by this provision including but not limited to defending the City in such actions and reimbursing it for any legal fees it may incur for defending itself in such matters.

32. Prior to commencement of each swim season, the Association shall provide the City a list of all its members and stockholders.

33. The City agrees in conjunction with the Association to create a method to determine members of the Association in good standing, eg, identification cards.

34. The City agrees to permit Members in good standing with the Association free admission to the pool during normal hours of operation. Members of the Association not in good standing may enter the pool during normal hours of operation upon payment of the daily fee or purchase of a pass.

35. The Association will develop additional benefits exclusive to its members and stockholders on an annual basis including but not limited to first right to reserve the facility for private functions, and member exclusive activities such as moonlight swims. The Association must present the additional benefits to the City for approval by \_\_\_\_\_ (fill in date). The City reserves the right to accept, deny or alter the additional membership benefits developed by the Association.

36. The City agrees, as permitted under all applicable federal, state and local laws, statutes, regulations, ordinances, etc. to provide benefits to members and stockholders of the Association as agreed upon annually between the City and the Association. Such benefits shall be confirmed in writing as an Addendum to this Agreement and executed as such by the parties on an annual basis.

37. The Association agrees not to permit any individuals to use the swimming pool during any Association function unless a lifeguard employed by the City is on duty.

38. The Association shall be permitted to utilize the pool and its surrounding grounds and structures free of charge throughout the year including but not limited to fundraisers per the provisions herein. Notice of any event by the Association at the pool shall be provided to the City as soon as practicable after its scheduling but in no

event less than one (1) week prior thereto. Should the Association event permit use of the swimming pool, the Association shall bear the costs incurred by the City for the lifeguards.

39. The City agrees to operate the pool each year commencing on the Saturday before Memorial Day through Labor Day daily from 12:00 PM (Noon) to 8:00 PM prevailing Eastern Time except as provided for in this Agreement.

40. Should the need arise for early closure of the pool as a result of inclement weather, etc, such closure will be in accord with City practices and policies in similar operations by the City.

41. The City will establish on an annual basis a fee structure for costs for public admission to the pool on a daily basis and reservation of the pool and its grounds, and pavilions for private functions. Said fee structure shall be in accord with similar operations by the City. The fee structure shall be provided to the Association, however, it is not subject to their approval. Reservation of the pool for private functions shall be in accord with all City established ordinances, policies, practices and procedures.

42. The City will continue to permit utilization of the pool by the special interest groups, e.g., childcare facilities, during normal operation hours or as agreed to by the Department of Public Works at a rate to be determined as part of the annually established fee schedule.

43. The Association and City agree that a swim team utilizing the pool as its home pool shall be permitted to remain as a separate entity.

44. The Association agrees to create a membership that permits City residents to join the Association for the sole purpose of joining the swim team per the requirements of the Berks County Swimming Association.

45. The City agrees to permit said swim team free use and access to the pool for practices. It is further agreed that the City shall provide a lifeguard(s) during swim team practices at no cost to the Association. The City, at no expense to the Association, shall employ a coach for the swim team coach pursuant to all applicable federal, state and local laws, regulations, statutes, ordinances, policies, practices and procedures.

46. The City agrees to close the pool to the public at 4:00 PM prevailing Eastern Time on days the swim team as a home meet. The City shall provide lifeguards for the duration of a home swim team meet at no expense to the Association. A schedule of the swim team's home meets shall be provided to the City immediately upon its completion.

47. The City agrees to permit free admission to swim meet spectators. However, should there be a public swim following conclusion of the swim meet, the City reserves the right to require a fee for admission to such an event.

48. The City and Association agree that the pool and its premises and structures shall be designated a non smoking area. The Association agrees that it shall strictly enforce the non smoking policy during all of its events and any time it utilizes the pool and premises.

49. Service of Notice. All notices required or permitted to be given to either party by the other party under any provisions of this Agreement shall be in writing and shall be deemed served:

(A) When delivered by hand or by Federal Express or similar service to that party's address set forth below during normal business hours; or

(B) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested.

Notice shall be given to the following:

(A) If to City:

City Clerk

City of Reading  
815 Washington Street  
Reading, PA 19601

With a copy to:

Director of Public Works / Engineer  
City of Reading  
503 North Sixth Street  
Reading, PA 19601

(B) If to East Reading Swimming Association:

East Reading Swimming Association  
PO Box 12185  
Reading, PA 19612

With a copy to:

The President, Vice-President and Secretary of the Association for the subject year at the address provided annually as required by this Agreement.

50. Except as otherwise set forth herein, e.g., purchase of minor equipment, obtaining insurance and benefits for the volunteers, scheduling inspections and paying for the necessary permits and licenses and paying the requisite taxes relating to operation the concession stand, the Association shall have no responsibility for the payment of any costs and/or expenses associated with operation, maintenance and upkeep of the pool and related facilities including but not limited to any costs associated with improvements, repairs, equipment, taxes, water and sewer, lifeguards and employees.

51. The City shall defend, indemnify and hold the Association harmless from and against any and all claims, demands, liabilities, property damages or losses from personal injury sustained as a result of, arising from, or in any way connected with operation of the Pool and all surrounding grounds owned by the City, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the Association, its servants, agents or volunteers.

52. The City shall defend, indemnify and hold the Association harmless from and against all actual claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable fees and disbursements of counsel, caused by or arising out of any breach of this Agreement and/or breach of any representation or warranty made by the City in this Agreement.

53. Should the Association, or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, the City agrees to indemnify and hold them harmless for all such fees and costs.

54. The Association shall defend, indemnify and hold the City harmless from and against any and all claims, demands, liabilities, property damages or losses from personal injury sustained as a result of, arising from, or in any way connected with operation of the concession stand and/or those caused by or arising from the acts of the Association, servants, agents or volunteers.

55. The Association shall defend, indemnify, and hold the City harmless from and against all actual claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable fees and disbursements of counsel, caused by or arising out of any breach of this Agreement and/or any breach of any representation or warranty made by the Association in this Agreement.

56. Should the City of Reading, or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, the Association agrees to indemnify and hold them harmless for all such fees and costs.

57. Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personnel representatives, successors and assigns of the parties hereto.

58. Severability. If any provision of this Agreement, or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to other parties or circumstances, shall not be affected thereby and to this end, the provisions of this Agreement are declared severable.

59. Amendments. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, supersedes all prior conversations, discussions and negotiations with respect to the subject matter hereof and may not be amended, modified or terminated except in writing and duly executed by the parties hereto.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



60. Governing Law. This Agreement and all controversies hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto by and through themselves, their respective representative and their counsel, agree to the foregoing terms and conditions and have their hands and seals hereto, the day and year first written above.

EAST READING SWIMMING ASSOCIATION

\_\_\_\_\_  
Signature

Signed, sealed and delivered on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2007  
in the presence of:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary

CITY OF READING

\_\_\_\_\_  
Thomas M. McMahon  
City of Reading  
Mayor

Signed, sealed and delivered on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2007  
in the presence of:

\_\_\_\_\_  
Notary

Attest:

\_\_\_\_\_  
City Clerk

Commonwealth of Pennsylvania :  
: ss.  
County of Berks :

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed as \_\_\_\_\_ of the City of Reading, and that he as such officer being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the City of Reading by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Commonwealth of Pennsylvania :  
: ss.  
County of Berks :

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed as \_\_\_\_\_ of the East Reading Pool Association, and that he/she as such officer being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of East Reading Pool Association by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

BILL NO. \_\_\_\_\_-2007

**A N O R D I N A N C E**

**AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN “CONSENT AND JOINDER” TO JOIN IN AN AMENDED PETITION TO TERMINATE THE CLINTON F. EARL TRUST AND CONSENT TO THE RELIEF REQUESTED THEREIN.**

**WHEREAS**, on March 4, 1946, Clinton F. Earl (decedent) died testate; and

**WHEREAS**, in his Will, the decedent directed that 25% of the residue of his estate be used for purchasing property for park purposes, preferably woodland on Mount Penn or Neversink Mountain; and

**WHEREAS**, the court appointed a certain trustee over said portion of the residue;  
and

**WHEREAS**, the trust has existed until the present and the current trustee, Wachovia Bank, N.A., petitioned the court to dissolve said trust; and

**WHEREAS**, the City of Reading objected to the dissolution petition; and

**WHEREAS**, a proposed amicable resolution to the distribution of trust assets exists (Exhibit “A” attached); and

**WHEREAS**, the City of Reading agrees to the proposed distribution.

**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

- 1. SECTION 1.** The Mayor is authorized to execute the “Consent and Joinder” to effect the City of Reading’s joinder in the Amended Petition to Terminate the Clinton F. Earl Trust as well as to consent to the relief stated therein.

**SECTION 2.** This Ordinance shall be effective ten (10) days after passage and approval by the Mayor, or as provided in the City of Reading’s Charter.

Enacted \_\_\_\_\_, 2007

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_

City Clerk

**BILL NO. \_\_\_\_\_ 2007  
A N O R D I N A N C E**

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED  
ORDINANCES CHAPTER 11 - HOUSING**

**THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Chapter 11 Housing of the City of Reading Codified Ordinances is hereby amended as follows.

Chapter 11 Housing is renamed to Chapter 11 Housing – Rental

**§ 11-101 PURPOSE**

The purpose of this ordinance and the policy of the City of Reading shall be to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to residential rental units in the City and to encourage owners and occupants to maintain and improve the quality of rental housing within the community. As a means to these ends, this ordinance provides for a systematic inspection program, registration and licensing of residential rental units, and penalties.

In considering the adoption of this ordinance, the City makes the following findings:

1. There is a growing concern in the community with the general decline in the physical condition of residential rental units;
2. City records indicate there is a greater incidence of problems with the maintenance and upkeep of residential properties which are not owner occupied as compared to those that are owner occupied;
3. City records indicate there are a greater number of disturbances at residential rental units than all other properties combined; and
4. City records indicate that violations of the various codes are generally less severe at owner-occupied units as compared to residential rental units.

## **§ 11-102 DEFINITIONS**

As used in this Chapter, certain terms are defined as follows:

**BUSINESS PRIVILEGE LICENSE** – a license issued by the City of Reading Tax Division per City of Reading Codified Ordinance Chapter 24 Taxation, Special Part 5 Business Privilege Tax authorizing one to perform business including for purposes of this Ordinance renting.

**BUSINESS PRIVILEGE TAX** – the tax payable to the City of Reading Division of Tax per City of Reading Codified Ordinance Chapter 24 Taxation, Special Part 5 Business Privilege Tax on, for purposes of this Ordinance, the annual gross receipts derived from rental of a property or unit.

**CAPACITY TO RENT** - any dwelling unit that is fit for habitation by humans as determinable by applicable Building and Property Maintenance Codes [Chapter 5, Part 6], and is not the owner's primary residence and as is permitted by the City of Reading Zoning Ordinance.

**CODES** - any State or local code or ordinance adopted, enacted or in effect in and for the City of Reading including, but not limited to, the International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, and City of Reading Property Maintenance Code, Zoning Ordinance, Recycling and Solid Waste Ordinance, and general nuisance ordinances.

**CODES ENFORCEMENT DIVISION** –

**CODES OFFICIAL** – a City of Reading employee or authorized agent sworn to enforce the City of Reading Codes and Codified Ordinances.

**DISRUPTIVE CONDUCT** - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a public officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police

officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.

**DISRUPTIVE CONDUCT REPORT** - a written report of disruptive conduct on a form to be prescribed therefor to be completed by a police officer or a public officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police and Codes Enforcement Division.

**DWELLING UNIT** - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**HOTEL UNIT** - any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than 30 days.

**LOCAL RESPONSIBLE AGENT** -

**MULTIPLE DWELLING UNIT** - any dwelling containing two or more dwelling units.

**OCCUPANT / TENANT** - A person renting or letting a rental unit from the owner thereof.

**OWNER** - any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**PERSON** - any individual, firm, corporation, association, partnership or entity.

**PUBLIC OFFICER** - anyone authorized to enforce the City of Reading Codified Ordinances.

**QUALITY OF LIFE** -

**RENTAL UNIT** - a rooming unit or a dwelling unit let for rent, or an other-than owner-occupied unit. A rental unit shall not include a hotel unit. A rental unit includes dwelling units under lease-purchase agreements, or long-term (greater than 6 months) agreements of sale.

**RESTITUTION** – for the purposes of this Chapter restitution shall be the amount of the fee due for obtaining of the Rental Permit.

**ROOMING HOUSE** - a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one or two family dwelling.

**SALES AGREEMENT** -

**TWELVE (12) MONTH PERIOD** – for purposes of this ordinance twelve (12) month period shall be calculated by counting twelve (12) months back from the most recent disruptive conduct report.

**ZONING** - City of Reading Zoning Ordinance.

**ZONING PERMIT** – A permit issued by the City of Reading Zoning Division per the City of Reading Zoning Ordinance authorizing and/or registering a unit as a rental.

#### **§ 11-103 PERMIT REQUIRED**

No person shall let, rent or cause to be occupied any dwelling or dwelling unit, nor shall any person operate a rooming house, or let to another for occupancy, any room in a rooming house unless that person first applies for and obtains a permit issued by the City of Reading Codes Enforcement Division. Occupancy of a dwelling unit or rooming unit is precluded until a Rental Permit has been issued.

#### **§11-104 APPLICATION FOR PERMIT**

Applications for and registration of a rental permit for a dwelling unit or a rooming unit shall be made in writing on forms prepared and provided by the City of Reading Codes Enforcement Division and shall be accompanied by payment of the applicable permit fee. Such forms shall require, but not shall not be limited to requiring, the following information and shall be signed and sworn to by the owner of such dwelling unit or rooming unit:

1. The names, addresses, date of birth and telephone numbers, business, home and cell of all of the owners of the dwelling unit or rooming unit. If the owner is a corporation or partnership, a true and correct copy of the Articles of Incorporation or Partnership Agreement shall be provided in conjunction with a document identifying the officers of the corporation or the partners of the partnership.

2. The name, address, date of birth and telephone numbers, business, home and cell, of the responsible local agent as required by this Ordinance.
3. The owner(s) and responsible local agent shall submit as proof of identification a government issued identification card. The proof of identification shall be presented to the Codes Enforcement Division with the application for photocopying and attachment thereto. Where the owner is a corporation or partnership, proof of identification of at least one of the officer of the corporation or partnership must be presented by said individual.
4. The address of the premises at which the dwelling unit or rooming unit is located.
5. Identification of the unit as a dwelling unit or rooming unit.
6. The number of dwelling units or rooming units located on the premises at which the dwelling unit or rooming unit is located.
7. A copy of Zoning Permit authorizing or registering the dwelling unit or rooming unit as a rental unit attached. If the dwelling unit or rooming unit contains more than one unit, then the Zoning Permit attached shall indicate the authorized number of units. If the dwelling unit or rooming unit has been certified as a non-conforming use per the City of Reading Zoning Ordinance and applicable state law, then a copy of the Certificate of Non-Conforming Use shall be attached.
8. A copy of the Business Privilege License under which the owner will be renting the dwelling unit or rooming unit and reporting gross receipts therefrom under.
9. Proof of a valid contract with a trash hauler licensed by the state for trash removal / collection from the dwelling unit or rooming unit including the name, address and telephone number of the trash hauler. Alternatively, proof of participation of the dwelling unit or rooming unit on the City of Reading trash collection program.
10. Proof of participation of the dwelling unit or rooming unit on the City of Reading recycling program.
11. A copy of the written lease form the owner intends to have the occupants / tenants of each permitted dwelling unit or rooming



unit to execute with a copy of the Addendum required herein attached thereto.

12. The owner shall furnish with the application for rental permit a floor plan, drawn to scale, with the measurements of each room within the dwelling unit or rooming unit. The scale drawing shall only be required with the first application after enactment of this Ordinance. If there are changes to the floor plan, the owner shall submit the revised floor plan with the application first submitted after the changes to the floor plan were made accompanied by copies of all valid permits as required for such revisions.
13. A list of other properties in the City of Reading owned and rented by the applicant owner.
14. Confirmation to the satisfaction of the Codes Enforcement Division that the property of the rental unit is current on all City of Reading taxes, fees and utility charges.
15. A completed Tenant Listing on a form prepared and provided by the Codes Enforcement Division providing the following information of all persons occupying the structure for which the permit is sought, including children under 18 years of age, full name, date of birth (if date is unknown, year of birth) unit, apartment or floor number / designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Codes Enforcement Division with such information and documentation to support such belief as may be reasonably required by the Codes Enforcement Division, shall disclosure shall not be required.
16. A place to indicate approval or denial of the application and date thereof as well as and location for print name, signature and title of person approving or denying the application.

#### **§11-105 RENEWAL OF RENTAL PERMIT**

It shall be the responsibility of the owner of the dwelling unit or rooming unit to request and submit an application for renewal of a Rental Permit. The owner of every dwelling unit or rooming unit must renew his/her Rental Permit for each such dwelling unit or rooming unit each year by the first of July. An application for renewal of Rental Permit with the requisite fees may be submitted between May 1 and June 30

of each year. All renewal applications received after the first of July of each year shall be subject to revocation of the Rental Permit and/or doubling of the fee set forth herein. To renew a Rental Permit the owner must complete the application on the form prepared and provided by the Codes Enforcement Division and pay the applicable fee. Except as set forth in this Ordinance, on a three year basis, renewal of a Rental Permit is not subject to an inspection. An application for renewal of a Rental Permit may be denied resulting in nonrenewal of the permit as set forth herein. Failure of the owner to renew a permit will be considered a surrendering of the Rental Permit and will require vacation of all occupants / tenants of the dwelling unit or rooming. To reobtain a Rental Permit after its surrender, the owner will after to submit a new initial application and undergo the requirements thereof. Any waiver of such requirements is at the discretion of the Codes Enforcement Division Manager or his/her designee.

### **§11-106 TRANSFER OF OWNERSHIP**

A. It shall be the duty of each owner of a dwelling unit or rooming unit to notify the Codes Enforcement Division, in writing, of any change in ownership of the premises.

B. A Rental Permit issued hereunder is not automatically transferable to any person or entity who has acquired ownership of the dwelling unit or rooming unit. To preclude displacement of occupants / tenants, immediately upon execution of a Sales Agreement, the proposed new owner shall complete and submit to the Codes Enforcement Division an application for an initial Rental Permit as prescribed herein. Said application and issuance of permit shall be evaluated per the provisions hereof, including but not limited to performance of an inspection. In no event shall an application for an initial Rental Permit be submitted later than fifteen (15) dates after date of transfer. Failure to submit an application within the aforesaid time frame shall result in revocation of the Rental Permit and vacation of the dwelling unit or rooming unit. Said requirements are in addition to those set forth in the City of Reading Property Maintenance Code requiring sworn notification by a owner to a new owner of violations existing at the property.

### **§11-107 INSPECTION**

#### **A. INITIAL APPLICATION**

Upon receipt of a fully completed application for an initial rental permit for a dwelling unit or rooming unit and receipt of payment of the applicable fee for rental permit, the Codes Enforcement Division shall within ten (10) days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than thirty (30) days from said receipt to determine if the dwelling unit or ooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the Codes Enforcement Official performing the inspection

determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner and inform them that they may obtain their Rental Permit from the City of Reading Codes Enforcement Division. In the event the Code Official determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Codes Enforcement Division shall be instructed not to issue the Rental Permit. Additionally, the Code Official shall issue a Notice of Violation as provided for in the appropriate Code. Further, if the violation is not corrected within the time frame established on the Notice of Violation, the Code Official shall commence the appropriate legal proceedings as permitted by the applicable Code. The owner shall notify the Codes Enforcement Division of correction, remediation and/or abatement of the violation. Within ten (10) days of receipt of said notification from the owner, the Codes Enforcement Division shall schedule a reinspection of the dwelling unit or rooming unit to determine if the violations set forth in the Notice of Violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Codes Enforcement Division and in so doing authorize issuance of the Rental Permit. Occupancy of the dwelling unit or rooming unit is prohibited until a Rental Permit is issued.

#### **B. THREE YEAR RENEWAL INSPECTIONS**

An inspection of the dwelling unit or rooming unit shall be performed on every three (3) years.

Upon receipt of a fully completed application for a renewal Rental Permit, as provided for herein, three (3) years from application for and issuance of the initial Rental Permit for a dwelling unit or rooming unit and receipt of payment of the applicable fee for rental permit, the Codes Enforcement Division shall within ten (10) days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than thirty (30) days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the Codes Enforcement Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner and inform them that they may obtain their Rental Permit from the City of Reading Codes Enforcement Division. In the event the Code Official determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Codes Enforcement Division shall be instructed not to issue the Rental Permit. Additionally, the Code Official shall issue a Notice of Violation as provided for in the appropriate Code. Further, if the violation is not corrected within the time frame established on the Notice of Violation, the Code Official shall commence the appropriate legal

proceedings as permitted by the applicable Code. In addition, should the Code Official find violations       s/he shall also order the owner to vacate the dwelling unit or rooming unit as operation thereof is prohibited without a Rental Permit.

The property shall remain vacated until the Codes Official determine that the violations have remedied, corrected and/or abated. The owner shall notify the Codes Enforcement Division of correction, remediation and/or abatement of the violation. Within ten (10) days of receipt of said notification from the owner, the Codes Enforcement Division shall schedule a reinspection of the dwelling unit or rooming unit to determine if the violations set forth in the Notice of Violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Codes Enforcement Division       and in so doing authorize issuance of the Rental Permit.

#### **C.       ROUTINE INSPECTION**

The Codes Enforcement Division shall perform routine inspections on all dwelling units and rooming units subject to the provisions of the       applicable City of Reading Codes and Codified Ordinances.

#### **D.       COMPLAINT INSPECTIONS**

Nothing in this Ordinance shall preclude the Codes Enforcement Division / Code Official from performing an inspection upon receipt of a complaint of violation of the City of Reading Codes and Codified Ordinances existing at the dwelling unit or rooming unit. Said inspections shall be in accord with the applicable Codes and Ordinances and regulations and policies established by the City of Reading Codes Enforcement Division. A complaint of violation shall include but not be limited to a violation of a City of Reading Code or Ordinance, e.g., Property Maintenance Code and/or Disruptive Conduct Report.

#### **E.       NOTICE**

All notices scheduling an inspection shall be mailed via regular mail to the owner of record with a copy mailed via regular mail to the       local responsible agent and posted on the premises.

#### **F.       FAILURE TO APPEAR FOR INSPECTION**

If the owner or his/her local responsible agent fail to cannot be available at the proposed time, said owner or representative shall provide no less than twenty-four (24) hour written notice to the Codes Enforcement Division Upon failure to give such written notice or upon failure to gain entry, an administrative fee of Fifty Dollars (\$ 50.00) will be assessed against the owner or representative of the owner failing to supply written notice or appear. For each rescheduling beyond the second rescheduling an administrative fee of One Hundred Dollars (\$100.00) shall be assessed in all cases. Failure to pay administrative fees shall at the discretion of the Code Official constitute a violation of this Code or the City of Reading Property Maintenance Code.

### **§11-109 PERMIT**

Upon compliance by the owner of the dwelling unit or rooming unit of the requirements of this Chapter, the City of Reading Codes Enforcement Division shall issue a Permit thereto in a form on paper under the letterhead of the City of Reading Codes Enforcement Division prepared thereby which shall include but not be limited to the following:

1. Name, address and telephone numbers, home, business and cell of owner.
2. Name, address and telephone numbers, home, business and cell of local responsible agent.
3. Number of occupants / tenants permitted to occupy in said dwelling unit or rooming unit as authorized by the City of Reading Codified Ordinances, including but not limited to the Zoning Ordinance and Property Maintenance Code.
4. Date of last application inspection, e.g., initial or three year.
5. A place for date and initials of Code Official indicating performance of a routine or complaint inspection and whether or not violations were found.
6. Date of issuance of permit.
7. Date of required renewal of permit.
8. Printed name of person issuing permit.

### **§ 11-110 POSTING OF THE PERMIT**

The Rental Permit shall be conspicuously posted and maintained in the dwelling unit or rooming unit and shall be available for inspection by the City Code Officials. In addition to posting of the permit, the owner shall post in a conspicuously place at or near the entrance of the dwelling unit or rooming unit in a manner available for inspection by the City Code Officials:

1. The name, mailing address and telephone numbers of the owner and local responsible agent.
2. The evenings on which garbage and recycling are to be placed curbside for collection and the set out requirements defined in the Solid Waste Ordinance, found in Chapter 20 of the City's Codified Ordinances.
3. The telephone number to call to register complaints regarding the physical condition of the rental unit.
4. The telephone number for emergency police, fire and medical services.
5. The date of expiration of the rental registration or rental license.
6. A summary of the owner's and occupant's duties under this Part.

Failure to maintain posting and maintenance of the Rental Permit and aforesaid requisite information as required herein shall subject the owner to penalties of this Ordinance.

## **§ 11-111 LOCAL RESPONSIBLE AGENT**

### **A. DESIGNATION**

Any owner who rents, leases or lets a dwelling unit or rooming unit shall designate and appoint an adult individual to serve as the responsible local agent for such dwelling unit or rooming unit. The owner and responsible local agent shall be jointly and severally legally responsible for operation of the dwelling unit and rooming unit and its compliance with the City of Reading Codes and Codified Ordinances and the laws of the Commonwealth of Pennsylvania. The local responsible agent shall also be responsible for providing the Code Official with access to the dwelling unit or rooming unit for the purpose of making inspections necessary to ensure such compliance. A responsible local agent is required to reside within Berks County, Pennsylvania. An owner may designate him/herself as a responsible agent if s/he resides within Berks County, Pennsylvania.

## **B. POSTING OF RESPONSIBLE LOCAL AGENT**

The name, address, and contact information including but not limited to telephone number, business, home and cell of the responsible local agent shall be conspicuously posted and maintained in the dwelling unit or rooming unit and shall be available for inspection by the City Code Officials upon request. Failure to maintain posting and maintenance of the information of the responsible local agent as required herein shall subject the owner to penalties of this Ordinance.

## **§11-112 OCCUPATION OF PREMISES WITHOUT RENTAL PERMIT**

It shall be unlawful for the owner of any dwelling unit or rooming unit or any agent thereof to allow, rent, lease or let or otherwise permit occupancy of any dwelling unit or rooming unit by another or to represent to the general public that such dwelling unit or rooming unit is for rent, lease, let or occupancy unless a current Rental Permit is obtained for such dwelling unit or rooming unit.

## **§11-113 OWNER AND OCCUPANT DUTIES.**

### **A. OWNER'S DUTIES.**

It shall be the duty of every owner, operator, responsible agent or manager to keep and maintain all rental units in compliance with all applicable codes and provisions of all applicable State laws and regulations and local ordinances, and to keep such property in good and safe condition and to be aware of, and to eliminate disruptive conduct in such rental units.

It shall be unlawful for any person to conduct or operate or cause to be rented either as owner, operator, responsible agent or manager any rental unit within the City of Reading without having a rental registration or a rental license.

The owner, operator, responsible agent or manager shall include the amendment attached hereto as the Addendum to rental agreement in each lease of a rental unit taking effect on or after May 1, 2007. Said amendment is hereby considered to be a part of every lease of a rental unit in the City of Reading executed on or after May 1, 2007.

It shall be the responsibility of every owner, operator, responsible agent or manager to employ policies and to manage the rental units under his/her control in compliance with the provisions of this Part, City codes and applicable State laws.

## **B. OCCUPANT DUTIES.**

The occupant(s) shall comply with all obligations imposed unto by this Part and by the City of Reading codified ordinances including, but not limited to, Chapter 2 Animals, Chapter 3 Bicycles, Chapter 5 Code Enforcement Part 6 Property Maintenance Code, Chapter 6 Conduct, Chapter 10 Health and Safety, Chapter 15 Motor Vehicles and Traffic, Chapter 20 Solid Waste and Chapter 21 Streets and Sidewalks as well as all State laws and regulations.

The occupant(s) shall conduct themselves and require other persons including, but not limited to, guests on the premises and within their rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.

The occupant(s) shall not engage in, nor tolerate, nor permit others on the premises to cause damage to the rental unit or engage in disruptive conduct, or other violations of this Part, City codes or applicable State laws.

Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed

## **§11-114 OWNERS SEVERALLY RESPONSIBLE.**

If any regulated dwelling unit or rooming unit is owned by more than one person, in any form of joint tenancy, as a partnership, corporation or otherwise, each persons shall be jointly and severally responsible for the duties imposed under the terms of this Chapter and shall be severally subject to prosecution for the violation of this Chapter.

## **§ 11-115 FEES FOR RENTAL PERMIT**

### **A. FEE SCHEDULE**

Fees required for application of Rental Permit shall be:

1. PERMIT



- a. Single rented dwelling unit \$50 per year
- b. Each single room (rooming unit) \$25 per year

## 2. REINSPECTION

The initial and first subsequent inspection upon an application for either an initial or three year renewal shall be included in the Permit Fee. A fee in the amount of \$ 25 shall be charged for any second or subsequent inspection required for approval of an initial or three year renewal application.

## B. NUMBER OF UNITS

For the purpose of determining the number of units or rooms to be included in a permit, the following definitions shall apply:

- 1. Efficiency apartments and rented rooms used for purposes other than sleeping shall be considered a dwelling unit.
- 2. Any dwelling unit or room occupied by the owner/operator of a multiple unit dwelling shall be included in the total number of units or rooms, as well as any unit or room occupied by the spouse, son, daughter, mother, father, sister or brother of the owner or operator.

## C. WAIVER OF FEES

The permit fees established in subsection A above shall be waived under the following conditions:

- 1. If the owner, or operator, or the spouse, son, daughter, mother, father, sister or brother of the owner or operator occupy the unit.
- 2. If the owner or operator is the United States government, the Commonwealth of Pennsylvania, the City of Reading, Pennsylvania or any agency thereof.
- 3. If the owner or operator is a corporation or association organized and operated exclusively for religious, charitable or educational purposes, or for one or more such purposes, provided that no part of the net earnings or profits of which inure to the benefit of any private shareholder, individual, corporation or partnership.

4. Licensed real estate brokers or agents or financial institutions that purchase or acquire dwellings for the sole purpose of resale of the property shall be exempt from obtaining a rental permit.

5. Persons who have acquired property for the sole purpose of renovating and resale of the property may be exempt from obtaining a rental permit based upon approval of an application for exemption on the form prescribed.

#### **D. EFFECT OF WAIVER OF FEES**

The waiver of fees contained in subsection C above, shall not exempt the owners or local responsible agent from compliance with this Chapter and all other applicable Codes, Codified Ordinances, rules, regulations of the City of Reading and laws of the Commonwealth of Pennsylvania, unless otherwise specifically exempted herein.

#### **E. FEE NON-REFUNDABLE**

The fee paid as part of the application for a Rental Permit is non-refundable even if the application is denied.

### **§11-116 PERMIT EXEMPTION**

#### **A. EXEMPT UNITS**

1. All property owned by the Housing Authority of the City of Reading or the Housing Authority of the County of Berks which is inspected annually by those agencies to assess conformance with Federal standards, or properties that are inspected annually for compliance with the requirements of the United States Department of Housing and Urban Development or the Pennsylvania Housing Finance Agency, regardless of the occupants, shall be exempt from the permitting provisions of this Part.

2. The permitting provisions of this Chapter shall not apply to hospitals, nursing homes or other rental units used for human habitation which offer full time supervision and provide medical or nursing services, and wherein all operations of such facilities are subject to County, State or Federal licensing or regulations concerning the health and safety of the users, patients or tenants. The permitting provisions of this Chapter also shall not apply to hotel units, as defined previously, as defined in the City's Zoning Ordinance [Chapter 27].

## **B. LOSS OF EXEMPTION**

If, in response to a complaint, an exempt unit is found to be in violation of a City code, the owner, operator, local responsible agent, manager shall correct the violation(s) within the time frame cited by the public officer or police officer. If the violation(s) is/are not corrected, the unit shall lose its exemption until the violation(s) is/are corrected. If three verified complaints are received in any 12-month period, the unit shall lose its exemption for a period of 5 years.

## **§11-117 TENANT INFORMATION**

In addition to supplying information of the tenants of the dwelling unit or rooming unit on the initial or renewal application for a Rental Permit, the owner or the local responsible agent shall on or before June 1 and December 1 of each year shall provide to the City of Reading Codes Enforcement Division on a form prepared and provided by said Division information of all tenants or other persons, including children under 18 years of age, occupying the dwelling unit or rooming room for which they are required to have a Rental Permit the full name, date of birth (year of birth if date of birth is unknown), unit, floor or apartment number / designation and term of lease, date of entry and anticipated departure date.

The owner shall notify the City of Reading Codes Enforcement Division of changes in the tenant listing within ten (10) days of such change by submitting an updated tenant listing on the form prepared and provided by the Codes Enforcement Division. In so doing, the owner shall notify the City of the name of the person whom is no longer residing at the dwelling unit or rooming unit.

If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Codes Enforcement Division with such information and documentation to support such belief as may be reasonably required by the Codes Enforcement Division, shall disclosure shall not be required.

Failure to provide the required information or failure to update such information as required by this Chapter are hereby made subject to the penalties set forth in this Chapter.

## **§11-118 OFFICIAL NOTICES**

All official notices including but not limited to Notices of Violation relating to a dwelling unit or rooming unit shall be served on the owner with a copy to the local

responsible agent. All official notices shall be by first class mail to address of record of the owner and local responsible agent and posting of the dwelling unit or rooming unit. The address of record of the owner shall be that provided by the County of Berks. Any owner change of address must be performed through the County of Berks Recorder of Deeds / Assessment Office. The address of record of the local responsible agent shall be that provided by the owner on the most recent permit application. It is the responsibility of the owner to change the address thereof or the identity or address of the local responsible agent per the requirements hereof. There shall be a rebuttable presumption that any notice required to be given under this Chapter shall have been received by owner and/or local responsible agent if the notice was given in the manner provided. A claim of lack of knowledge by the owner of any violation hereunder or City of Reading Codes shall not be a defense to license nonrenewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such action were given and deemed received in accord with the applicable provisions of this Chapter.

## **§11-119 DENIAL OR NONRENEWAL OF A RENTAL PERMIT FOR FAILURE TO COMPLY WITH APPLICATION, CHAPTER AND/OR FAILURE TO PASS INSPECTION**

### **A. TIMING**

A decision to deny or not renew an application for a Rental Permit for the reasons set forth herein shall be made within five (5) working days of receipt of the application as indicated on the time stamp by the Codes Enforcement Division.

### **B. BASIS FOR DENIAL OR NONRENEWAL UNDER THIS SUBCHAPTER**

1. A Rental Permit shall be denied and/or nonrenewed upon failure of the owner to comply with the application requirements set forth in this Chapter.
2. An application for an initial or renewed permit shall also be denied upon proof of failure of owner or local responsible agent to comply with the requirements of this Chapter including but not limited to the posting requirements, submission of tenant listing, fail to appear for more than one (1) schedule inspection and non compliance with owner's duties.
3. A Rental Permit shall not be issued or renewed upon the failure of dwelling unit or rooming unit to pass an initial or tri-

annual inspection as required by subsection 11-107(A) and (B) of this Chapter.

**B. NOTICE**

Notification of the decision to deny or not renew an application for an initial or renewal of a Rental Permit shall be issued by the Codes Enforcement Division Manager or his/her designee within fifteen (15) working days of receipt of the application. The notification shall specify the reason for denial or refusal or renew an application for a Rental Permit citing the requirement therefor. Said notice shall be in accord with the requirements therefor of this Chapter.

**C. RIGHT TO CURE**

At the discretion of the Codes Enforcement Manager or his/her designee notification of the denial or nonrenewal of a Rental Permit may provide the owner an opportunity to cure the basis for the denial or nonrenewal. If said opportunity is provided, the notification must specify the time period provided for curing of the basis for the denial or refusal to renew a Rental Permit. Upon failure of the owner or local responsible agent to cure the basis for the denial within the time period given, the decision of the Codes Enforcement Division Manager or his/her designee to deny or not renew a Rental Permit shall stand and the sole recourse shall be an appeal. Nothing in this section is to be interpreted to override the requirements and right to resolve failure to pass inspection as required above as part of the initial and three year inspection process.

**D. APPEAL**

The denial of an initial or renewal application for a Rental Permit for the reasons set forth above may be appealed to the Housing Board of Appeals by submission of such a request with payment of the appropriate fee made in writing to the Manager of the Codes Enforcement Division within ten (10) days of receipt of notification of such denial.

**§11-120 SUSPENSION OF RENTAL PERMIT**

**A. WARNING NOTICE REQUIRED PRIOR TO SUSPENSION OF RENTAL PERMIT**

1. Prior to suspension of a rental license, the Code Official shall provide written notice of violation to the owner of any dwelling unit or rooming unit.

2. The written notice of violation shall inform the owner of the rental property, dwelling unit or rooming unit and the owner's responsible local agent that a written correction plan shall be submitted to the Code Official within five (5) days after receipt of the notice of violation. Failure to submit an acceptable correction plan will result in suspension of all applicable housing permits.

3. The notice of violation shall inform the owner of the rental property, dwelling unit or rooming unit that the owner may request an informal meeting with the Code Official to discuss the violations within five (5) days of the receipt of the notice of violations. Owners requesting a meeting may request that the owner's responsible local agent represent the owner and act on the owner's behalf.

4. This subsection shall be issued in conjunction with and not in lieu of the requisite notices of violations regarding under City of Reading Codes including but not limited to the Property Maintenance Code.

5. The notice of violation / warning and notice of suspension shall be served in accord with the Official Notice requirements set forth in this Chapter.

## **B. SUSPENSION PROCEDURES**

1. The Code Official shall notify the owner of the suspension of a rental license for a dwelling unit or rooming unit by written notice sent by certified mail or delivered in person. The notice shall advise the owner of the property address of the dwelling unit or rooming unit, the effective dates of the suspension, the reason for the suspension, the effect of the suspension, penalties that can be imposed for violation of the suspension and appeal rights and procedures.

2. The Code Official shall set forth the effective date of the suspension in such manner so that suspension commences on the first day following expiration of the ten (10) days to file an appeal of the Code Official's determination.

3. No rental permit shall be renewed for six months for the first suspension and 12 months for each subsequent suspension within a five (5) year period beginning on the effective date of the suspension.

4. During the time a rental license is suspended, if any additional points accumulate against the dwelling unit or rooming unit, the rental license suspension may be extended up to an additional 12 months.

#### **C. EFFECT OF SUSPENSION**

Upon the commencement of suspension, the dwelling unit or rooming unit shall be secured by the owner, and no person, firm, or corporation shall operate or rent/lease to another for residential occupancy any dwelling unit or rooming unit during such time that the rental license for such unit is revoked. The transfer of the ownership of a rental property by an owner to an entity in which such owner holds an ownership or equity interest will not void the existing accumulated points relating to such rental property or void any existing suspension relating to such rental property.

#### **D. DEFENSE**

When tenants and/or occupants are culpable for violations resulting in a suspension notice, the owner may request reinstatement of the housing permit upon eviction of the tenants.

#### **E. APPEAL PROCEDURE FOR SUSPENSION INITIATED BY THE CODE OFFICIAL**

An appeal of a suspension of Rental Permit shall be made by submitting the appropriate fee and a request for an appeal to the Housing Board of Appeal in writing to the Manager of Codes Enforcement Division within (10) days of receipt of the Notice of Suspension.

#### **F. OFFENSES**

For purposes of this chapter, offenses are those as set forth, but not limited to the following ordinances or statutes:

1. Occupancy: Refers to regulations relating to occupancy of rooming units, dwelling units and dwellings as contained in Chapters 43 and 112 of the Codified Ordinances of the City of Reading .

2. Refuse: Refers to regulations relating to Garbage, Rubbish and Refuse, under the City of Reading Codified Ordinances including but not limited to the Property

Maintenance Code, Health Code and Solid Waste and Recycling Ordinance.

3. Property maintenance (interior and exterior): Refers to regulations relating to City of Reading.

4. Sidewalks: Refers to regulations relating to snow and ice removal contained in the Streets and Sidewalks, Chapter 95 of the City of Reading Codified Ordinances.

5. Noise: Refers to regulations relating to Noise Disturbance, Chapter 73 of the City of Reading Codified Ordinances.

6. Vegetation: Refers to regulations relating to Brush, Grass and Weeds, per the City of Reading Codified Ordinances including but not limited to the Property Maintenance Code and Health Code.

7. Disorderly conduct: Refers to enforcement by the City of Reading Police Department of Section 5503, Crimes Code, Act of Dec. 6, 1972, P.L. 1482, No. 334, 18 Pa. C.S.A. § 5503.

8. Dogs: Refers to regulations relating to Animals and Health under Chapters ?? and ?? of the City of Reading Codified Ordinances.

9. Fire Prevention Code: Refers to regulations to the City of Reading Fire Prevention Code.

10. Zoning violations and related offenses.

11. Failure to appear in court and related offenses.

12. Any other offense that renders the dwelling, unit, or room inhabitable.

## **G. IMMEDIATE SUSPENSION**

Placarding and condemning of a property per the City of Reading Property Maintenance Code shall result in immediate suspension of a Rental Permit. Notwithstanding any other provision of this Chapter, the permit shall



be reinstated upon performance of an inspection, payment of the appropriate fee for removal of the placard per the Property Maintenance Code and submission with the appropriate fee and approval of an application for a Rental Permit.

#### **H. SUSPENSION AND DISRUPTIVE CONDUCT**

Nothing in this subchapter shall be interpreted to preclude enforcement under the Disruptive Conduct subchapter set forth herein.

#### **I. REINSTATEMENT OF RENTAL PERMIT SUBSEQUENT TO SUSPENSION**

To obtain reinstatement of a Rental Permit subsequent to a suspension and period therefor, an owner must resubmit an application and undergoing the process for an initial application including but not limited to an undergoing an inspection and payment of the appropriate fee.

### **§11-121 NOTICE, VIOLATION AND PENALTIES**

#### **A. NOTICE**

1. Form. A notice of a violation shall be in accordance with all of the following:

- a. Be in writing.
- b. Include a description of the real estate sufficient for identification.
- c. Include a statement of the violation or violations and why the notice is being issued.
- d. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
- e. Inform the property owner of the right to appeal.

2. Service. Service shall be accomplished when completed in the matter set forth in §11-???.

3. Applicability. The requirements of this subsection shall only apply to notices of violations under this Chapter and where requisite notice is not provided for.

## **B. VIOLATIONS**

It shall be unlawful for any person, as either owner or local responsible agent of a rental dwelling unit or rooming unit for a Rental Permit is required to operate without a valid, current permit issued by the City of Reading authorizing such action. It shall also be unlawful for any person, either owner or local responsible agent, to allow the number of occupants of dwelling unit or rooming unit to exceed the maximum limit as set forth on the license or to violate any other provision of this Chapter. Further, it shall be unlawful for any occupant to violate this Chapter.

## **C. PROSECUTION OF VIOLATION.**

If the notice of violation is not complied with, the Code Director, his designee or code official shall institute the appropriate proceeding at law or in equity, to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. Notwithstanding the above, nothing will prevent the Code Director, his designee or code official from commencing a summary offense criminal action via the issuance of a non-traffic citation in accord with the Pennsylvania Rules of Criminal Procedures in the court of appropriate jurisdiction and the violation shall be deemed a strict liability offense.

## **D. PENALTIES**

Any person who shall violate any provision of this Chapter, shall upon conviction thereof, be sentenced to pay a fine of not less than three hundred dollars (\$300.00) and not more than one thousand dollars (\$1000.00) plus costs and restitution. In default of payment of said fine and costs to a term of imprisonment of not more than ninety (90) days. Each day that violation of this Chapter continues or each Section of this Chapter which shall be found to have been violated shall constitute a separate offense.

## **E. NONEXCLUSIVE REMEDIES**

The penalty provisions of this Section and the license nonrenewal, suspension and revocation procedures provided in this Chapter shall be independent, nonmutually exclusive separate remedies, all of which shall be

available to the City of Reading as may be deemed appropriate for carrying out the purposes of this Chapter. The remedies and procedures provided in this Chapter for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the city in the case of a violation of any other City of Reading Code or Codified Ordinances, whether or not such other code or ordinance is referenced in this Chapter and whether or not an ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Part.

## **§11-122 DISRUPTIVE CONDUCT**

### **A. INVESTIGATION AND REPORT OF DISRUPTIVE CONDUCT**

Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed form. A copy of the disruptive conduct report shall be given or mailed to the

occupant and mailed to the owner and local responsible agent within ten (10) working days of the occurrence of the alleged disruptive conduct.

### **B. APPEALS**

The occupant, owner or local responsible agent shall have ten (10) working days from the date of receipt of a disruptive conduct report to appeal the contents of said disruptive conduct report. The appeal shall be made in writing and submitted to the Manager of the Codes Enforcement Division. An appeal of the third disruptive conduct report within a 12-month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the third disruptive conduct report.

### **C. EVICTION**

After three (3) disruptive conduct incidents in any 12-month period by an occupant documented by disruptive conduct reports, the owner or local responsible agent shall have ten (10) working days from the date of his/her receiving the notice to begin eviction proceedings against the occupants. This paragraph is not intended to limit or inhibit the owner or local responsible agent's right to initiate eviction actions prior to the third disruptive conduct incident.

### **D. SUSPENSION OR REVOCATION OF RENTAL PERMIT**

Failure of an owner of local responsible agent to take action required in subsection C above will result in the commencement of the process to suspend a Rental Permit per the process established herein, notwithstanding any other requirements therefor.

#### **E. REINSTATEMENT OF RENTAL PERMIT**

The rental unit involved shall not have its Rental Permit reinstated until the reinstatement fee is paid and the disruptive occupants have been evicted, the Housing Board of Appeals has ruled in the occupant's favor, the Housing Board of Appeals has ruled in the owner's favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court thereby preventing their eviction. Notwithstanding this subsection, if there are points assessed against the owner per the provisions of this Ordinance which require suspension or revocation, a Rental Permit shall not be reinstated until compliance with the requirements therefore have occurred.

#### **F. REOCCUPATION**

The disruptive occupants, upon eviction, shall not re-occupy any rental unit on the same premises involved for a period of at least one (1) year from date of eviction.

#### **G. REPORT AGAINST ALL OCCUPANTS**

The content of the disruptive conduct report shall count against all occupants of the rental unit. The content of the disruptive conduct report shall not count against all occupants of the rental unit if the complaint is initiated by one of the rental unit occupants.

#### **H. MAINTENANCE OF LIST OF EVICTED OCCUPANTS**

The Codes Enforcement Office shall maintain a list of the names of all occupants evicted as a result of the preceding paragraph. The names shall remain on the list for a period of five (5) years.

#### **I. APPEALS**

Any person aggrieved by any decision of a police officer or public officer in regard to a disruptive conduct report or the revocation of a rental permit resulting therefrom may appeal to the Housing Board of Appeals. Such appeal must be filed with the appropriate fee with the Manager of the Codes Enforcement Division in

writing, within ten (10) working days from the date of receipt of the Disruptive Conduct Report or notice of revocation.

## **§11-123 HOUSING BOARD OF APPEALS**

### **A. APPEALS**

Any person aggrieved by any decision of a police officer or public officer in regard to a disruptive conduct report or the suspension, nonrenewal, denial or revocation of a Rental Permit, may appeal to the Housing Board of Appeals. Such appeal must be filed, in writing, with the appropriate filing fee within ten (10) working days from the date of receipt of the disruptive conduct report or notice of revocation.

### **B. ORGANIZATION**

#### **1. MEMBERSHIP**

The Disruptive Conduct Board of Appeals shall be a body of seven (7) members consisting of: the Managing Director or his/her designee who shall serve as Chairperson; a Councilperson, Codes Enforcement Division Manager or their designee; the Chief of Police or his/her designee; an owner or local responsible agent of a rental unit(s) in Reading; an occupant of a rental unit residing in the City of Reading; and a member of a community group recognized by the City of Reading.

#### **2. ALTERNATES**

There shall be three alternate members: an owner or local responsible agent, an occupant of a rental unit residing in the City of Reading and a member of a community group recognized by the City of Reading.

#### **4. APPOINTMENT**

All members of the Board shall be appointed by the Mayor with the advice and consent of the Council of the City of Reading, with the exception of the Council Member, who shall be appointed by the Council President.

#### **4. TERM**

A member or alternate member shall serve a term of not more than three (3) years from the time of appointment or reappointment or until his/her successor shall take office. Members and alternates of the initial board shall be appointed to staggered

terms of 1, 2 and 3 years.

5. POWERS OF DESIGNEE AND ALTERNATES

Designees and alternate members may be requested to attend meetings in absence of a regular member and shall have all the powers of a regular member at such meetings.

6. QUORUM AND MAJORITY VOTE

Four (4) members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.

**C. POWERS**

The Board shall have the following powers:

1. PROMULGATE RULES AND REGULATIONS

To adopt and administer the rules of procedure regarding its organization, officers (except the Chairperson), times and places of meetings, conduct of meetings and other legal procedures relating to the hearing and determination of appeals and other matters within the Board's jurisdiction.

2. HEAR AND DECIDE APPEALS

To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the police officer or public officer in the enforcement of the provisions of this Chapter.

3. GRANT MODIFICATION OR VARIANCE

To modify any notice of violation or order and to authorize a variance from the terms of this Code when because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code.

4. GRANT EXTENSION OF TIME

To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code and other

applicable sections of the City of Reading Codified Ordinances of any order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period.

#### 5. TIMELINESS

In exercising the above-mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall file its decision within ten (10) working days after the appeal hearing.

#### 6. AUTHORITY

The Board may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and, to that end, shall have all the powers of the police officer or public officer; provided, however, that the Housing Board of Appeals, in its determination, shall be bound by this Chapter and shall not ignore the clear provisions and intent of this Chapter.

### D. RECORDS OPEN TO INSPECTION

The disruptive conduct report and all records of all proceedings and the final disposition of the matter outlined in the appeal shall be public and available for inspection; provided, however, that the police officer or public officer may prescribe reasonable regulation regarding the time and manner of inspection.

### E. AFFECT OF APPEALS

Any decision or order issued under, per and in accord with this Chapter shall be held in abeyance upon the timely filing of an appeal thereof with the Housing Board of Appeals or an appeal of a decision thereof to the Court of Common Pleas of Berks County. Said abeyance shall include but not be limited to revocation, suspension, denial or nonrenewal of a Rental Permit until the appeal is resolved. An appeal of the third disruptive conduct report within a twelve (12) month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the third disruptive conduct report.

#### **F. ENFORCEMENT UPON RESOLUTION OF APPEAL OF HOUSING BOARD**

If this appeal is of a third disruptive conduct report and the decision of the police officer or public officer has been affirmed, and no appeal is pending, within ten (10) working days after the expiration of the time for filing an appeal has expired and time for compliance as required by the decision of the Housing Board of Appeals or Court of Common Pleas, the public officer shall reinspect to determine compliance as to whether the occupant has voluntarily moved from the premises or the owner has initiated eviction proceedings.

If, when so required by a third disruptive conduct report, the occupant has not voluntarily moved or the owner has not initiated eviction proceedings, and there is no appeal pending, the time for filing an appeal and for compliance as required by the decision of the Board has expired, the public officer shall institute revocation of the rental permit per the provisions set forth in this Chapter.

#### **G. FEE**

The fee for filing of an Appeal to the Housing Board of Appeals shall be \$50. Failure to submit the appropriate fee with the request for an appeal shall result in automatic denial of the appeal.

#### **§11-124 APPEAL TO COURT OF COMMON PLEAS**

Any person, including the police officer or public officer for the City, aggrieved by any decision of the respective Board, may appeal to the Court of Common Pleas of Berks County. Such appeal shall be made by a duly verified petition in accord with the Pennsylvania Rules of Civil Procedure and shall set forth the factual and legal basis upon which the decision of the Board is alleged to be illegal, in whole or in part. Such petition shall be filed with the Court of Common Pleas and a notice thereof served upon all parties to the appeal before the Housing Board of Appeals, including the Board and City of Reading, within thirty (30) days after service of the decision.

#### **§11-125 SHARE INFORMATION**

The City of Reading Codes Enforcement Division is authorized to share any and all information obtained under this Code with other Departments and Divisions of the City of Reading.



## **ADDENDUM TO RENTAL AGREEMENT**

This Addendum to Rental Agreement is made this day of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ and is incorporated into and shall be deemed to amend and supplement the Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated \_\_\_\_\_. The Rental Agreement and this Addendum pertain to the premises described in said agreement and located at \_\_\_\_\_.

This Addendum is required by the Certification of Rental Units Ordinance of the City of Reading.

### **§11-126 COMPLIANCE WITH OTHER CITY OF READING ORDINANCES**

Every owner of every dwelling, in addition to the provisions set forth herein, shall comply with the provisions (sections) of all other applicable City Ordinances, including but not limited to the International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, Property Maintenance Code, Solid Waste and Recycling Ordinance, Health Code and Zoning Ordinance.

### **ADDITIONAL COVENANTS AND OBLIGATIONS**

In addition to the covenants and obligations set forth in the aforementioned Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

#### **A. Landlord's Covenants and Obligations:**

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the City of Reading and all applicable state laws and shall keep the leased premises in good and safe condition.

2. The local responsible agent for the leased premises shall be as follows:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows:

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4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord/Tenant Act of the Commonwealth of Pennsylvania.

**B. Tenant's Covenants and Obligations:**

1. Tenant shall comply with all applicable Codes and Ordinances of the City of Reading and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be five and the maximum number of persons permitted within the common areas of the leased premises at any time shall be five.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the City of Reading's Solid Waste and Recycling Ordinances.

4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises or causes damage to said premises, such that a report is made to a Police Officer and/or a Public Officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a Public Officer or a Police Officer shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences in writing."

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Codified Ordinances of the City of Reading including but not limited to the Housing Ordinance/ Code, the Health Code, the Property Maintenance Code and the Solid Waste and Recycling Ordinances, and that the issuance by a Public Officer or Police Officer of the City of Reading of three disruptive conduct reports in any 12-month period relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- a. Termination of the rental agreement without prior notice; and
- b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs; and
- c. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs; and
- d. Bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

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WITNESS

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TENANT

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WITNESS

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TENANT

**SECTION 2.** The Disruptive Conduct Board of Appeals shall be renamed to the Housing Board of Appeals. The current members of the Disruptive Conduct Board of Appeals shall remain in place and their terms shall be calculated commencing on the initial date of their appointment to the prior Disruptive Conduct Board of Appeals

**SECTION 3.** All other provisions of the City of Reading Codified Ordinances non inconsistent herewith shall remain in full force and effect. All other provisions of the City of Reading Codified Ordinances inconsistent herewith are repealed as of the effective date of this Ordinance.

**SECTION 4.** If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 5.** The headings of the Sections and subsections of this Ordinance are for guidance only and shall not be utilize to interpret the language of the Ordinance.

**SECTION 6.** This Ordinance shall become effective ten (10) days after its approval, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted \_\_\_\_\_, 2007

\_\_\_\_\_

Vaughn D. Spencer, President of Council

Attest:

\_\_\_\_\_  
City Clerk  
Submitted to Mayor: \_\_\_\_\_  
Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_  
Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_  
Date: \_\_\_\_\_

**BILL NO. \_\_\_\_\_**

**AN ORDINANCE**

AN ORDINANCE AMENDING CITY OF READING CODE OF ORDINANCES, CHAPTER 1 ADMINISTRATION AND GOVERNMENT, PART 3 COMPENSATION OF ELECTED OFFICIALS, SECTION 1-301 COMPENSATION, BY INCREASING THE SALARY OF THE MAYOR AND CITY AUDITOR BY \$1,500 BEGINNING JANUARY 7, 2008.

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Section 1-301 (Compensation) of the City of Reading Code of Ordinances shall be amended to read as follows:

**Section 1-301. Compensation.**

- A. Mayor - the Mayor of the City of Reading shall be compensated at an annual salary of \$68,100, beginning on Monday, January 7, 2008 through January 2, 2012.
- B. President of Council – the City Council President for the City of Reading shall be compensated at an annual salary of \$5,500 per year.

- C. Councilmen – the District Councilpersons for the City of Reading shall be compensated at an annual salary of \$5,000 per year.
- D. City Auditor - the City Auditor of the City of Reading shall be compensated at an annual salary of \$53,100, beginning on Monday January 7, 2008 through January 2, 2012.

**SECTION 2.** All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed. Said repeal shall take effect on January 7, 2008.

**SECTION 3.** This Ordinance shall become effective on January 7, 2008.

Enacted by Council \_\_\_\_\_, 2007

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

Council Staff – Recommended by the Finance Committee

**BILL NO.** \_\_\_\_\_

**AN ORDINANCE  
AUDITOR 1**

AN ORDINANCE AMENDING 1-301 OF THE CITY OF READING CODIFIED ORDINANCES (Compensation of Elected Officials) BY AMENDING THE SALARY RANGE FOR THE MAYOR AND CITY AUDITOR.

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Section 1-301 of the City of Reading Codified Ordinances (Compensation of Elected Officials) shall be amended to read as follows:

From and after the first Monday of January, 2008, the following salaries shall be paid to each of the hereinafter designated elected officials of the City in accordance with the following schedule, provided however, that such salaries shall apply only to such elected officials assuming office on or after the first Monday of January, 2008:

- (a) Mayor - the Mayor of the City of Reading shall be compensated at an annual salary of ;

1. \$68,600.00 for the period beginning the first Monday in January, 2008, and ending the first Sunday in January, 2009.
2. \$70,600.00 for the period beginning the first Monday in January, 2009, and ending the first Sunday in January, 2010.
3. \$72,600.00 for the period beginning on the first Monday in January, 2010, and ending the first Sunday in January, 2011.
4. \$74,600.00 for the period beginning the first Monday in January, 2011, and annually for each year thereafter.

(b) City Auditor - the City Auditor of the City of Reading shall be compensated at an annual salary of;

1. \$53,600.00 for the period beginning the first Monday in January, 2008, and ending the first Sunday in January, 2009.
2. \$55,600.00 for the period beginning the first Monday in January, 2009, and ending the first Sunday in January, 2010.
3. \$57,600.00 for the period beginning on the first Monday in January, 2010, and ending the first Sunday in January, 2011.
4. \$59,600.00 for the period beginning the first Monday in January, 2011, and annually for each year thereafter.

**SECTION 2.** All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

**SECTION 3.** This Ordinance shall become effective on January 7<sup>th</sup>, 2008.

Enacted by Council \_\_\_\_\_, 2007

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President of Council

Attest:

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City Clerk

(LAW DEPT.)

**BILL NO. \_\_\_\_\_**

**AN ORDINANCE**

**AUDITOR 2**

AN ORDINANCE AMENDING 1-301 OF THE CITY OF READING CODIFIED ORDINANCES (Compensation of Elected Officials) BY AMENDING THE SALARY RANGE FOR THE MAYOR AND CITY AUDITOR.

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Section 1-301 of the City of Reading Codified Ordinances (Compensation of Elected Officials) shall be amended to read as follows:

From and after the first Monday of January, 2008, the following salaries shall be paid to each of the hereinafter designated elected officials of the City in accordance with the following schedule, provided however, that such salaries shall apply only to such elected officials assuming office on or after the first Monday of January, 2008:



- (c) Mayor - the Mayor of the City of Reading shall be compensated at an annual salary of ;
5. \$68,100.00 for the period beginning the first Monday in January, 2008, and ending the first Sunday in January, 2009.
  6. \$69,600.00 for the period beginning the first Monday in January, 2009, and ending the first Sunday in January, 2010.
  7. \$71,100.00 for the period beginning on the first Monday in January, 2010, and ending the first Sunday in January, 2011.
  8. \$72,600.00 for the period beginning the first Monday in January, 2011, and annually for each year thereafter.
- (d) City Auditor - the City Auditor of the City of Reading shall be compensated at an annual salary of;
5. \$53,100.00 for the period beginning the first Monday in January, 2008, and ending the first Sunday in January, 2009.
  6. \$54,600.00 for the period beginning the first Monday in January, 2009, and ending the first Sunday in January, 2010.
  7. \$56,100.00 for the period beginning on the first Monday in January, 2010, and ending the first Sunday in January, 2011.
  8. \$57,600.00 for the period beginning the first Monday in January, 2011, and annually for each year thereafter.

**SECTION 2.** All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

**SECTION 3.** This Ordinance shall become effective on January 7<sup>th</sup>, 2008.

Enacted by Council \_\_\_\_\_, 2007

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President of Council

Attest:

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City Clerk

(LAW DEPT.)

**BILL NO. \_\_\_\_\_**

**AN ORDINANCE**

**AN ORDINANCE AMENDING CITY OF READING CODE OF ORDINANCES, CHAPTER 1 ADMINISTRATION AND GOVERNMENT, PART 3 COMPENSATION OF ELECTED OFFICIALS, SECTION 1-301 COMPENSATION, BY INCREASING THE SALARY OF THE MAYOR AND CITY AUDITOR BY \$1,500 BEGINNING JANUARY 7, 2008.**

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Section 1-301 (Compensation) of the City of Reading Code of Ordinances shall be amended to read as follows:

**Section 1-301. Compensation.**

A. Mayor - the Mayor of the City of Reading shall be compensated at an annual salary of \$68,100, beginning on Monday, January 7, 2008. On the first Monday of January 2009, 2010 and 2011 the Mayor's salary shall be

increased by the same amount provided to the City Auditor in accordance with D of this section.

B. President of Council – the City Council President for the City of Reading shall be compensated at an annual salary of \$5,500 per year.

C. Councilmen – the District Councilpersons for the City of Reading shall be compensated at an annual salary of \$5,000 per year.

D. City Auditor - the City Auditor of the City of Reading shall be compensated at an annual salary of \$53,100, beginning on Monday, January 7, 2008. On the first Monday of January 2009, 2010, and 2011 the City Auditor shall receive a cost of living increase equal to the CPI for the prior year.

**SECTION 2.** All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed. Said repeal shall take effect on January 7, 2008.

**SECTION 3.** This Ordinance shall become effective on January 7, 2008.

Enacted by Council \_\_\_\_\_, 2007

**BILL NO. \_\_\_\_\_-2007  
AN ORDINANCE**

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES BY AMENDING CHAPTER 6 CONDUCT, PART 1 ALCOHOLIC BEVERAGES BY ESTABLISHING RULES AND REGULATIONS FOR BOTTLE CLUBS AND ADDING THE PERMIT FEE AND FINE TO THE CITY OF READING FEE SCHEDULE.**

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Amending the City of Reading Codified Ordinances amending Chapter 6 Conduct, Part 1 Alcoholic Beverages by establishing rules and regulations for Bottle Clubs as follows:

**§ 6-101.** This part shall apply to Bottle Clubs within the City of Reading that are not licensed by the Pennsylvania Liquor Control Board.

**§ 6-102. Purpose**

The Council of the City of Reading hereby declares that the purpose of the within Rules and Regulations is to regulate Bottle Clubs to preserve the health, safety and character of neighborhoods and to protect the rights of its citizens to the quiet enjoyment of the same.

### **§ 6-103 Definitions**

**Bottle Club** - a place of assembly or any other use defined in this Ordinance, other than a dwelling unit, including but not limited to, taverns, clubs, and social buildings, that is not licensed by the Pennsylvania Liquor Control Board, in which no alcoholic beverages are sold, but which permits the consumption of such beverages by patrons or guests when such beverages are either provided by the operator or agents or employees of the operator for consumption on the premises or are brought into or kept at the establishment by the patrons or guests assembling there. This term includes but is not limited to those organizations commonly known as “ social clubs.”

**Alcoholic beverages** - any and all beverages, including malt beverages, which contain alcohol, liquor or such other intoxicating substances as are further defined in the Pennsylvania Liquor Code, 47 P.S. Section 1-101 et seq.

**Operate** - any person, entity or establishment that:

- A. Controls or causes to be controlled through agents or employees any bottle club.
  - B. Conducts or manages a bottle club.
  - C. Owns, leases or subleases any area used as a bottle club.
- (Ord. 11-1998, 4/27/1998, §1)

**Residence** - a building or structure wholly or partially used for living, sleeping, eating, cooking and sanitation by human occupants.

**Residential District** - those classes of residential districts as specified in the City of Reading Zoning Ordinance.

### **§ 6-104 Unlawful Activities**

In any district in which Bottle Clubs are otherwise permitted, it shall be unlawful for any person or persons who own, operate, lease, manage or control a Bottle Club to:

- (a) Remain open and/or to transact business between the hours of 12:00 a.m. midnight and 11:00 a.m., prevailing time. In all cases, the premises must be vacated within fifteen (15) minutes after the required closing time.
- (b) Allow members to rent or occupy the club unrestricted. Bottle and social clubs will adhere to the following restrictions when allowing members to hold functions in the club. No event shall exceed six (6) hours in length, nor to exceed one (1) rental in a twenty-four (24) hour period, nor to occur between the hours of 12:00 a.m. midnight and 11:00 a.m. by individuals or an organization for the purpose of a private party in which alcoholic beverages are carried onto the premises.
- (c) Conduct activities to which this Ordinance applies without possessing a valid Club permit as specified herein.
- (d) Any structure of a Bottle Club shall not be located within three hundred (300') feet from the nearest property line of any residential district, church, school, other institution of learning or education, hospital, library, park, and /or playground. Bottle Clubs operating under the City' s existing laws will be exempted from Section 6-105.d until the property or Club is sold or transferred to another party or legal entity.

#### **§ 6-105 Club Requirements**

Any and all Bottle Clubs, as that term is defined, shall comply with the following requirements:

- (a) Obtain and carry general liability coverage in the minimum amount of, \$1,000,000 per occurrence, proof of which shall be filed with the Codes

Enforcement Office of the City of Reading, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and.

(b) Possess a valid certificate of occupancy issued by the Pennsylvania Department of Labor and Industry and the City of Reading and prominently display said certificate as required, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and

(c) Obtain a valid business privilege and mercantile tax license from the City of Reading and prominently display said license as required, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and

(d) Obtain a City of Reading Zoning Permit and all other valid City of Reading permits and prominently display said permit as required, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and

(e) Obtain a valid Bottle Club permit pursuant to this Article and prominently display said permit as required; and

(f) Conspicuously post the hours of operation at the business premises such that patrons are sufficiently apprised of same; and

(g) Clubs may not store any alcohol of any type on their premises between the hours of 12:00 a.m. and 11:00 a.m.; and

(h) The owner and or operator of the Bottle Club must provide proof that they are a resident of Berks County. If the owner and or operator is not a Berks County resident they must designate the name, mailing address and telephone number of a responsible agent, who has the oversight of the buildings operations and is authorized to accept service on behalf of said property owner; and

*(i) The owner and or operator of the Bottle Club may not have been convicted of a crime classified as a felony offense under the laws of the Commonwealth of Pennsylvania or the United States, or be convicted of any comparable crime under the laws of any other state in the United States.*

(j) Have a valid and current trash collection contract with a licensed hauler, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office.

### **§ 6-106 Club Permit**

(a) Any person or persons desiring to operate or continue to operate a Bottle Club shall file with the Codes Enforcement Office of the City of Reading an application for a Bottle Club permit, which application shall include the following information: the name and address of the Bottle Club, a statement whether the business premises is leased or owned by the Bottle Club, the name and address of the lessor of the business premises, if applicable, the nature of the ownership of the Bottle Club, i.e. corporation, partnership, joint venture, association, the names and addresses of the officers and/or financial interest in the Bottle Club. Also supply the name, addresses and phone number of any and all managers and club officer who will be responsible for the operation of the club during any time that it is open or at special events and rentals. Failure to keep the city informed of current information will be cause to revoke the permit.

(b) The Codes Enforcement Office shall determine whether the Bottle Club fully and completely complies with the provisions and requirements of this Ordinance within twenty (20) days following the date on which application is received. If the Codes Enforcement Office determines that the applicant fully and completely complies with the provisions hereof, the office shall issue a Bottle Club permit; if the Codes Enforcement Office determines that the applicant does not fully and completely comply with the provisions hereof, the office shall deny the issuance of a Bottle Club permit and shall furnish written evidence of the same to the applicant together with the reason(s) for denial.

(c) The Club shall pay an administrative fee of two hundred and fifty dollars (\$250.00) for a Bottle Club permit and two hundred and fifty dollars (\$250.00) for each renewal thereof on a yearly basis. Said Bottle Club permit shall be effective for a period of one year following the date of issuance; provided, in the event the Bottle Club fails to fully and completely comply with the provisions hereof or is convicted of any unlawful activities during the term of the Bottle Club permit so issued, the City of Reading shall have the authority to revoke the Bottle Club permit due to Bottle Club's lack of compliance.

**§6-107. Authority of Police Officer.**

Any police officer is authorized to arrest with or without warrant, any person or persons violating any provision of this Part. (Ord. 11-1998, 4/27/1998, §1)

**§ 6-108 Penalty**

(a) Any person, persons, or entity violating the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of Three Hundred Dollars (\$300.00) to One Thousand Dollars (\$1,000.00) plus costs for each day of such violation and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days, and any and all other remedies available in accordance with the Codified Ordinances of the City of Reading and the laws of the Commonwealth of Pennsylvania.

(b) The unlawful activities specified herein shall constitute separate and distinct offenses for each and every day in which said activities are conducted.

(c) In addition to any monetary penalties involved, the City of Reading shall revoke the Club Permit required upon conviction of any unlawful activities and any building, occupancy, zoning or other similar permits previously issued by the City for the premises on which such Bottle Club has been operated.

(d) In the event of any of the unlawful activities specified herein are conducted by or in the name of a corporation, partnership, joint venture, trust, firm or association, in addition to entity liability, the officers, agents or principals of said



corporation, partnership, joint venture, trust, firm or association shall be deemed in violation, as well as the person or persons engaged in the unlawful activity.

**SECTION 2.** This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted by Council\_\_\_\_\_, 2007

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

*(Chief of Police, Council Staff, Legislative Aide Committee)*

**BILL NO.\_\_\_\_\_2007  
AN ORDINANCE**

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES BY AMENDING CHAPTER 11 HOUSING, PART 1 RENTAL OCCUPANCY PERMITS, SECTION 102 DEFINITIONS AND SECTION 103 PERMIT REQUIRED.**

**THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Chapter 11 Housing of the City of Reading Codified Ordinances is hereby amended as follows.

Chapter 11 Housing is renamed to Chapter 11 Housing – Rental

**§ 11-101 PURPOSE**

The purpose of this ordinance and the policy of the City of Reading shall be to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to residential rental units in the City and to encourage owners and occupants to maintain and improve the quality of rental housing within the community. As a means to these ends, this ordinance provides for a systematic inspection program, registration and licensing of residential rental units, and penalties.

In considering the adoption of this ordinance, the City makes the following findings:

1. There is a growing concern in the community with the general decline in the physical condition of residential rental units;
2. City records indicate there is a greater incidence of problems with the maintenance and upkeep of residential properties which are not owner occupied as compared to those that are owner occupied;
3. City records indicate there are a greater number of disturbances at residential rental units than all other properties combined; and
4. City records indicate that violations of the various codes are generally less severe at owner-occupied units as compared to residential rental units.

## **§ 11-102 DEFINITIONS**

As used in this Chapter, certain terms are defined as follows:

**BUSINESS PRIVILEGE LICENSE** – a license issued by the City of Reading Tax Division per City of Reading Codified Ordinance Chapter 24 Taxation, Special Part 5 Business Privilege Tax authorizing one to perform business including for purposes of this Ordinance renting.

**BUSINESS PRIVILEGE TAX** – the tax payable to the City of Reading Division of Tax per City of Reading Codified Ordinance Chapter 24 Taxation, Special Part 5 Business Privilege Tax on, for purposes of this Ordinance, the annual gross receipts derived from rental of a property or unit.

**CAPACITY TO RENT** - any dwelling unit that is fit for habitation by humans as determinable by applicable Building and Property Maintenance Codes [Chapter 5, Part 6], and is not the owner's primary residence and as is permitted by the City of Reading Zoning Ordinance.

**CODES** - any State or local code or ordinance adopted, enacted or in effect in and for the City of Reading including, but not limited to, the International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, and City of Reading Property Maintenance Code, Zoning Ordinance, Recycling and Solid Waste Ordinance, and general nuisance ordinances.

## **CODES ENFORCEMENT DIVISION -**

**CODES OFFICIAL** - a City of Reading employee or authorized agent sworn to enforce the City of Reading Codes and Codified Ordinances.

**DISRUPTIVE CONDUCT** - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a public officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.

**DISRUPTIVE CONDUCT REPORT** - a written report of disruptive conduct on a form to be prescribed therefor to be completed by a police officer or a public officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police and Codes Enforcement Division.

**DWELLING UNIT** - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**HABITABILITY**- any rental unit, building or dwelling that is suitable for human habitation and that is sanitary and free of vermin infestation and is in compliance with all health and code regulations as required by the governmental body or municipality.

**HOTEL UNIT** - any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than 30 days.

**LOCAL RESPONSIBLE AGENT** -

**MULTIPLE DWELLING UNIT** - any dwelling containing two or more dwelling units.

**OCCUPANT / TENANT** - A person renting or letting a rental unit from the owner thereof.

**OWNER** - any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**PERSON** - any individual, firm, corporation, association, partnership or entity.

**PUBLIC OFFICER** - anyone authorized to enforce the City of Reading Codified Ordinances.

**QUALITY OF LIFE** -

**RENTAL UNIT** - a rooming unit or a dwelling unit let for rent, or an other-than owner-occupied unit. A rental unit shall not include a hotel unit. A rental unit includes dwelling units under lease-purchase agreements, or long-term (greater than 6 months) agreements of sale.

**RESTITUTION** - for the purposes of this Chapter restitution shall be the amount of the fee due for obtaining of the Rental Permit.

**ROOMING HOUSE** - a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one or two family dwelling.

**SALES AGREEMENT** -

**TWELVE (12) MONTH PERIOD** - for purposes of this ordinance twelve (12) month period shall be calculated by counting twelve (12) months back from the most recent disruptive conduct report.

**ZONING** - City of Reading Zoning Ordinance.

**ZONING PERMIT** – A permit issued by the City of Reading Zoning Division per the City of Reading Zoning Ordinance authorizing and/or registering a unit as a rental.

#### **§ 11-103 PERMIT REQUIRED**

1. A Rental Housing Permit shall be issued to any rental unit, building or dwelling offered for rent that provides shelter or lodging suitable for human habitation. That said rental unit, building or dwelling shall be within the legal zoning limits and is in compliance of all code specifications of the issuing governmental body or municipality.
2. A Rental Housing Permit shall only be issued or re-issued to an applicant in compliance with established application processes as defined by the governmental body or municipality.
3. At the discretion of the governmental body or municipality a Rental Housing Permit shall not be issued or re-issued to any applicant if said rental unit, building or dwelling is not in compliance of codes ordinances, zoning regulations, and failed inspection or is in pending litigation for violations.
4. The governmental body or municipality, in response to actions by their designated enforcement officer or department, shall have the authority to revoke or suspend the Rental Housing Permit of any rental unit, building or dwelling that is deemed in violation or non-compliance of the provisions defined in Section A of this ordinance.

#### **§11-104 APPLICATION FOR PERMIT**

Applications for and registration of a rental permit for a dwelling unit or a rooming unit shall be made in writing on forms prepared and provided by the City of Reading Codes Enforcement Division and shall be accompanied by payment of the applicable permit fee. Such forms shall require, but not shall not be limited to requiring, the following information and shall be signed and sworn to by the owner of such dwelling unit or rooming unit:

1. The names, addresses, date of birth and telephone numbers, business, home and cell of all of the owners of the dwelling unit or rooming unit. If the owner is a corporation or partnership, a true and correct copy of the Articles of Incorporation or Partnership Agreement shall be provided in conjunction with a document identifying the officers of the corporation or the partners of the partnership.
17. The name, address, date of birth and telephone numbers, business, home and cell, of the responsible local agent as required by this Ordinance.

18. The owner(s) and responsible local agent shall submit as proof of identification a government issued identification card. The proof of identification shall be presented to the Codes Enforcement Division with the application for photocopying and attachment thereto. Where the owner is a corporation or partnership, proof of identification of at least one of the officer of the corporation or partnership must be presented by said individual.
19. The address of the premises at which the dwelling unit or rooming unit is located.
20. Identification of the unit as a dwelling unit or rooming unit.
21. The number of dwelling units or rooming units located on the premises at which the dwelling unit or rooming unit is located.
22. A copy of Zoning Permit authorizing or registering the dwelling unit or rooming unit as a rental unit attached. If the dwelling unit or rooming unit contains more than one unit, then the Zoning Permit attached shall indicate the authorized number of units. If the dwelling unit or rooming unit has been certified as a non-conforming use per the City of Reading Zoning Ordinance and applicable state law, then a copy of the Certificate of Non-Conforming Use shall be attached.
23. A copy of the Business Privilege License under which the owner will be renting the dwelling unit or rooming unit and reporting gross receipts therefrom under.
24. Proof of a valid contract with a trash hauler licensed by the state for trash removal / collection from the dwelling unit or rooming unit including the name, address and telephone number of the trash hauler. Alternatively, proof of participation of the dwelling unit or rooming unit on the City of Reading trash collection program.
25. Proof of participation of the dwelling unit or rooming unit on the City of Reading recycling program.
26. A copy of the written lease form the owner intends to have the occupants / tenants of each permitted dwelling unit or rooming unit to execute with a copy of the Addendum required herein attached thereto.

27. The owner shall furnish with the application for rental permit a floor plan, drawn to scale, with the measurements of each room within the dwelling unit or rooming unit. The scale drawing shall only be required with the first application after enactment of this Ordinance. If there are changes to the floor plan, the owner shall submit the revised floor plan with the application first submitted after the changes to the floor plan were made accompanied by copies of all valid permits as required for such revisions.
28. A list of other properties in the City of Reading owned and rented by the applicant owner.
29. Confirmation to the satisfaction of the Codes Enforcement Division that the property of the rental unit is current on all City of Reading taxes, fees and utility charges.
30. A completed Tenant Listing on a form prepared and provided by the Codes Enforcement Division providing the following information of all persons occupying the structure for which the permit is sought, including children under 18 years of age, full name, date of birth (if date is unknown, year of birth) unit, apartment or floor number / designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Codes Enforcement Division with such information and documentation to support such belief as may be reasonably required by the Codes Enforcement Division, shall disclosure shall not be required.
31. A place to indicate approval or denial of the application and date thereof as well as and location for print name, signature and title of person approving or denying the application.

#### **F. PENALTIES**

Any person who shall violate any provision of this Chapter, shall upon conviction thereof, be sentenced to pay a fine of not less than three hundred dollars (\$300.00) and not more than one thousand dollars (\$1000.00) plus costs and restitution. In default of payment of said fine and costs to a term of imprisonment of not more than ninety (90) days. Each day that violation of this Chapter continues or each Section of this Chapter which shall be found to have been violated shall constitute a separate offense.

**SECTION 3.** All other provisions of the City of Reading Codified Ordinances non inconsistent herewith shall remain in full force and effect. All other provisions of the City of Reading Codified Ordinances inconsistent herewith are repealed as of the effective date of this Ordinance.

**SECTION 4.** If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 5.** The headings of the Sections and subsections of this Ordinance are for guidance only and shall not be utilize to interpret the language of the Ordinance.

**SECTION 6.** This Ordinance shall become effective ten (10) days after its approval, in accordance with Section 221 of the City of Reading Home Rule Charter.

**BILL NO. \_\_\_\_\_-2007**

**A N O R D I N A N C E**

**AUTHORIZING THE MAYOR TO EXECUTE A DEED FROM THE CITY OF READING TO OUR CITY-READING, INC. THEREBY CONVEYING PREMISES SITUATE AT 328 MULBERRY STREET, READING, BERKS COUNTY, PENNSYLVANIA.**

**WHEREAS,** the City of Reading is the legal owner of property situate at 328 Mulberry Street, Reading, Berks County, Pennsylvania; and

**WHEREAS,** Our City-Reading, Inc., requests that said 328 Mulberry Street premises be conveyed to it; and

**WHEREAS,** the City of Reading intends to convey said premises to said entity.



**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY  
ORDAINS AS FOLLOWS:**

1. **SECTION 1.** The Mayor is authorized to execute a deed, and any other required documents, to convey the premises situate at 328 Mulberry Street, Reading, Berks County, Pennsylvania, from the City of Reading to Our City-Reading, Inc.

**SECTION 2.** This Ordinance shall be effective ten (10) days after passage.

Enacted \_\_\_\_\_, 2007

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

(LAW DEPT.)



**CITY OF READING CITY COUNCIL  
Staff Report**

**Agenda Item:** Sidewalk Sale Ordinance

**From:** Linda A. Kelleher, City Clerk

**Briefing No.:** 4-2007

**Date:** April 17, 2007

**SUBJECT:** Sidewalk Sale Ordinance

**SUMMARY:** The need for a Sidewalk Sale Ordinance was raised by the Codes Manager and Codes Administrator. The issue was researched by the City Clerk. Several good examples were obtained from Ft. Lauderdale and Jacksonville (Florida), Charleston NC, Lancaster PA, etc. The ordinance was drafted in consultation with the Codes Administrator. Current City law prohibits sidewalk sales due to public health and safety concerns. The enactment of a Sidewalk Sale Ordinance will encourage commercial growth that contributes to a vibrant and attractive community.

This ordinance provides opportunity for Sidewalk Sales in the Commercial Core zoning district falling roughly between North 2<sup>nd</sup> and North 7<sup>th</sup> and Franklin and Washington Streets (complete detail can be found on the Zoning Map located on the City website) and provides for the following:

- Allows businesses to apply for a permit (revocable) that allows them to sell merchandise on the sidewalk in front of their business - \$1000 per calendar year for 52 sidewalk sales per year
- Sale of indoor furniture, appliances, mattresses and similar ware is prohibited
- Consent from abutting properties required
- No outdoor lighting or music is permitted
- Application to be approved by Codes Enforcement with sign off from Public Works, Fire and Police
- Requires Hold Harmless Agreement to indemnify the City
- Provides for Special Sales open to all retail merchants within a specific neighborhood not to exceed 7 days, provided that they comply with the terms of this ordinance
- Defined display design standards
- Requires Council approval of all sidewalk sale permits located outside the Commercial Core zoning district
- Minimum and maximum fines for noncompliance

This ordinance was reviewed and discussed by the Public Safety Committee. The Committee recommended a few minor changes, which are reflected in the ordinance accompanying this paper.

**RECOMMENDATIONS:** The Public Safety Committee recommends the approval of the Sidewalk Sale Ordinance.

**ATTACHMENTS:** Sidewalk Sale Ordinance

## **A N O R D I N A N C E**

### **AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES BY ADDING PART 16 SIDEWALK SALES TO CHAPTER 10 HEALTH AND SAFETY**

#### **THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1:** Amending the Codified Ordinances by adding Part 16 Sidewalk Cafes to Chapter 10 Health and Safety as attached in Exhibit A.

**SECTION 2.** This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted \_\_\_\_\_, 2007

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### SIDEWALK SALES

**§10-1600. Declaration of Purpose.** The City of Reading City Council encourages an attractive, functional and economically vital community and shopping areas that are safe and pleasant environments to live near and to do business within. Council recognizes that commercial development is a major identifying feature in a community, offering impressions to residents and visitors alike of the quality of life available. It is Council's intent to encourage commercial growth that contributes to a vibrant and attractive community. As the current Code does not allow Sidewalk Sales due to public health and safety concerns, Council believes that these activities can greatly contribute to a pedestrian friendly community if they conform to specific public health, and safety requirements defined herein.

**§10-1601. Sidewalk Sales and Displays.** No person shall engage in the selling or display for sale of merchandise of any kind on, over or upon any sidewalk, without first applying for and obtaining a permit from the City of Reading Codes Enforcement Office and then operating within the terms and conditions of all applicable City ordinances. The Sidewalk Sale Permit enables the person or business to operate 52 sidewalk sales per calendar year.

**§10-1602. Definitions.** For the purpose of this article, the following terms shall have the following meanings:

**ABUTTING PROPERTY** -- Property contiguous to a public street right-of-way on which a sidewalk cafe will be operated under the terms of this article.

**CITY ENGINEER** -- The Director of Public Works or his authorized representative.

**COMMERCIAL CORE** - is the zoning district defined as the downtown center for government services, offices, shopping, hotels, entertainment and cultural activity.

**HEALTH OFFICER** -- The Health Officer of the City of Reading Codes Enforcement Office or his authorized representative

**OWNER** -- Includes any owner of fee simple title, part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole of the land contiguous to the street right-of-way on which a sidewalk cafe is to be operated under the authority of this article.

**PEDESTRIAN WALKWAY** -- That portion of a sidewalk area which is free of any obstruction, fixture or appurtenance and is used for pedestrian travel.

**PERSON** -- Includes a partnership, corporation, association, trust, estate or other legally recognized entity, as well as an individual.

**PUBLIC SERVICE FACILITY** -- A public telephone, mailbox, bench or other facility provided for the use of the general public.

**SIDEWALK** -- Any paved area between the curblin and a structure, whether publicly or privately owned, which is used by the public or open to use by the public.

**SIDEWALK SALE** - retail or wholesale selling of merchandise using racks, table or free-standing merchandise outside and/or adjacent to buildings and structures, and includes sales in areas such as sidewalks, walkways and parking lots. Sidewalk sales DO

NOT include the sale and consumption of food and drink in open-air, cafe-style seating with tables and chairs.

**STREET RIGHT-OF-WAY** -- The entire right-of-way of a public highway, public alley or public road, including the designated sidewalk areas

**§10-1603. Sidewalk Sale - Issuance of Permit; Display.**

It shall be unlawful for any person, firm, corporation, transient merchant, church, club, charitable institution, hawker or peddler to vend, sell or dispose of or offer to vend, sell, dispose of or display, any goods, wares, merchandise, produce or vegetables on any public walk, street, alley or anywhere within the City of Reading without registering with and receiving a permit from the City Codes Enforcement Office.

The Codes Enforcement Office is hereby authorized to grant revocable permits for the use of the sidewalks for sidewalk sales in the Commercial Core Zoning District upon the following terms and conditions. Registration shall be on a permit form approved by the City Council. When the Codes Enforcement Office has approved the issuance of a sidewalk sales permit, the applicant shall be issued a permit. The permit shall contain the information required on the application, the expiration date, and one of the photographs submitted with the application. The permit shall be carried by the applicant at all times when engaged in sidewalk sales and shall be exhibited for inspection to any person approached for purposes of sidewalk sales.

**§10-1604. Permitting for Sidewalk Sales Outside the Commercial Core.**

Applications for sidewalk cafes outside the Commercial Core zoning district shall be submitted to the Codes Enforcement Office in accordance with the regulations contained herein. Such applications shall be forwarded to City Council for approval.

**§10-1605. Sidewalk Sale Prohibited Conduct.** No vendor or person shall exhibit, display, offer for sale or sell any indoor furniture, appliances, mattresses or similar wares, or merchandise or place or allow any to stand or remain on the sidewalks in the City of Reading, unless they are set out for trash collection in accordance with the zoned trash collection schedule.

**§10-1606. Sidewalk Sale Permit Term and Fees.**

- A. The term of each sidewalk sale permit shall be specified on the permit which is issued and shall not exceed 52 events per year.
- B. The permit fee to be charged is \$1000 per year.
- C. There shall be no prorating or rebate of the annual permit fee.

**§10-1607. Sidewalk Sale Display Standards.** The Codes Enforcement Office is hereby authorized to grant revocable permits for the use of the sidewalk for the display for sale of merchandise, flowers, floral arrangements and ornamental shrubbery not prohibited herein upon the following terms and conditions:

- A. No more than 52 sidewalk sales can occur during each calendar year.
- B. The permit and regulated activity shall be valid only during a single calendar year
- C. The permitted activity shall be conducted only as an accessory to a business establishment lawfully operating on the first floor of the premises, on the sidewalk in front of the principal place of business of such establishment and by the entity which operates such establishment. All sales shall be conducted within such establishment. No cash register or other facility for the exchange of currency or otherwise receiving payment for goods and services shall be permitted on the sidewalk.
- D. The applicant shall have the consent of the owner and lessee, if any, of the premises in front of which the permitted activity is to be conducted and the consent of each abutting property owner.
- E. There shall be no less than eight feet from the curbline to the front of the nearest structure.
- F. No sidewalk display shall be nearer than three feet zero inches to the curb, except that if the sidewalk is nine feet zero inches or more in width, then the distance from the curb shall be not less than 1/3 of the width of the sidewalk with a maximum of two rows.
- G. The applicant shall at all times maintain free and clear from all obstruction an aisle not less than three feet in width providing access to any establishment fronting on said sidewalk.
- H. No permanent structure may be affixed to the sidewalk or any building. The applicant shall be responsible for any damage caused to any sidewalk or public property.
- I. The sidewalk use shall not interfere with access to any public service facility, create a nuisance or fire hazard.
- J. At least one trash receptacle shall be provided by the business or person and the premise shall be kept letter free.
- K. No outdoor lighting or live or mechanical music shall be permitted.

L. The sidewalk display shall be permitted only during the hours the business is open to the public or between the hours of 9 a.m. and 5 p.m.

M. The applicant shall agree to indemnify and save harmless the City of Reading, its officers, agents, attorneys and employees from and against any claim of loss, liability or damage by any person arising as a result of the applicant's operation of the sidewalk use.

N. The applicant shall obtain and maintain in full force and effect throughout the term of the permit a policy of general liability insurance, which such policy shall name the City of Reading, its officers, agents, attorneys and employees as additional insured, have a combined single limit of not less the \$1,000,000 and contain a provision prohibiting its cancellation except upon 20 days notice to the City of Reading. The applicant shall file with the Codes Enforcement Office, prior to the issuance of the permit, a certificate evidencing the requisite insurance.

O. The applicant shall file with the Codes Enforcement Office, prior to the issuance of the permit, the permit fee as set forth herein.

P. The permit fee must be made at time of application.

Q. Any other conditions required or prescribed by the Codes Enforcement Office shall be reasonable and necessary to protect the health, welfare and safety of the public, including the denial of the application.

R. The owner/operator must submit with the application the name and street address of the owner of the abutting properties if not the same person along with:

- (1) A description of the owner of the abutting property, if other than a natural person, including the legal status (corporation, partnership, etc.) and a general description of the type(s) of business operated on the abutting property.
- (2) Written authority in the form of a power of attorney from the owner to submit the application if the applicant is not the owner of the abutting property.

**§10-1608. Special Sidewalk Sales.** Anything in this article to the contrary notwithstanding, the City of Reading Codes Enforcement Office may permit the selling and display for sale of merchandise on, over or upon the sidewalk at any location within the City for a period not to exceed seven days in conjunction with any organized sidewalk sales days open to all retail merchants within the a specific neighborhood or City block, as long as the affected merchants comply with the other terms of this ordinance and other applicable City ordinances.

**§10-1609. Sidewalk Sale Application Requirements.**



Each applicant for a permit under this article shall submit three copies of his application and plans for the sidewalk sale to the Codes Enforcement Office, who shall issue a permit upon compliance with the terms and conditions of this article. Application must be made within 14 business days prior to the intended start date. Applications for sidewalk sale permits shall include the following:

- A. The name and street address of the applicant.
- B. The name and street address of the owner of the business and owner of the underlying freehold and/or abutting property owner if not the same person and:
  - (1) A description of the owner of the abutting property, if other than a natural person, including the legal status (corporation, partnership, etc.) and a general description of the type(s) of business operated on the abutting property.
  - (2) Written authority in the form of a power of attorney from the owner to submit the application if the applicant is not the owner of the abutting property.
- C. The name and street address of the registered agent for the service of process, if the applicant represents a corporation; or the names and street addresses of the officers or partners, if the applicant represents an association, partnership or other entity.
- D. The name and street address of the operator, manager or other person responsible for the operation of the sidewalk sale.
- E. The name under which the sidewalk sale will be operated.
- F. A copy of the current City Business License and Zoning Permit
- G. A site plan drawn to a scale of 1/2 inch equals one foot, showing:
  - (1) The entirety of the sidewalk abutting the property of the owner;
  - (2) The frontage of the property proposed for the sidewalk sale;
  - (3) All abutting properties;
  - (4) All existing sidewalk features, including but not limited to trees, utility poles, sign poles, fire hydrants, permanent litter receptacles, telephone booths, news vending racks and mailboxes;
  - (5) Any bus stops within 25 feet on either side of the proposed sidewalk sale area; and
  - (6) Detailed drawings of legible proportions showing the limits of the proposed sidewalk sale site, the design dimension and proposed location of all proposed temporary structures (i.e., canopies, umbrellas, planters, landscaping, tables, chairs, all exterior lighting, electrical outlets, etc.), the proposed pedestrian walkway and the side and front elevations of the proposed sidewalk sale area.
- H. A copy or copies of the certificate or certificates of insurance required to be provided.

**§10-1610. Sidewalk Sale - Review of Application.**

- A. Before any permit is issued pursuant to this article, the plans submitted to the Codes Enforcement Office pursuant to this article shall be referred to and approved by the

Public Works Director, Reading Police Department and Department of Fire and Rescue Services.

- B. The Codes Enforcement Office shall determine if the applicant has:
  - (1) Obtained the approval of the Public Works Director and Building Official for any railing, flooring or other support or enclosure used in the assembly, operation or enclosure of the sidewalk sale. No such railing, flooring or other support or enclosure shall be considered an erection of, addition to or a structural alteration of a building or structure under applicable City Building Code unless such railing, flooring or other support or enclosure is permanently attached to such building or structure.
  - (2) Obtained the approval of the Historical Architectural Review Board (HARB) if the sidewalk sale is located within any area designated as part of an historic district and if the applicant proposes any facilities which are under the jurisdiction of the HARB. The HARB shall use the review criteria for such plans relating to a sidewalk sale's specific location, size and structure, for its compatibility of scale, design and alteration in the plans for a sidewalk sale approved by the HARB requires reapproval from the HARB. Once approval is granted by the HARB, the approved plans are valid and do not require annual reapproval. The HARB shall only review applications which have the written approval from the Public Works Director as specified herein.
  - (3) Complied with all rules, regulations and specifications of this article.
- C. The Codes Enforcement Office may impose any other restriction on the location, size or design of the sidewalk sale that, in his sole judgment, protects the health, safety and welfare of the public.

#### **§10-1611. Conditions for Issuance of Permit.**

- A. Upon approval by the Codes Enforcement Office of the plans submitted by the applicant and upon the applicant furnishing to the City of Reading the following, the Codes Enforcement Office shall issue a permit, valid through the end of the calendar year:
  - (1) A hold-harmless agreement executed by the applicant and indemnifying the City against loss, including costs and expenses, resulting from injury to person or property as a direct or indirect result of the operation of the sidewalk cafe. Said hold-harmless agreement shall be subject to the approval of the City Solicitor.
  - (2) Proof of liability insurance in the amount of \$100,000 per individual and \$300,000 per occurrence.
- B. Sidewalk sales permits are not transferable. Changes in ownership/operation require reapplication for a permit.

#### **§10-1612. Removal of Improvements.**

- A. If the City incurs any costs in removing any equipment or improvements from a sidewalk sale for the following reasons: the establishment failed to remove equipment at the close of the business day, the establishment went out of business or the establishment failed to renew its permit, within 30 days of the close of the year, the City shall remove and store all equipment and bill the property owner for the actual costs of labor, materials, equipment or any other item, service or expense incurred by the City to correct such violation, plus any additional administrative fees. The equipment removed shall remain in the City's possession until the bill from removal and any fines or fees are paid in full.
- B. Any bill for such removal of equipment undertaken pursuant to this chapter shall be billed to and paid by the property owner within 60 days. Upon failure of the property owner to pay the amounts due within 60 days, the City shall assess this uncollected debt on the property taxes of this building.

#### **§10-1613. Permit Renewal.**

A sidewalk sale permit may be renewed annually, upon review of the renewal application and complaint history, if any, which shall be provided by the Codes Enforcement Office, Reading Police Department, Department of Public Works, and Department of Fire and Rescue Services. Each agency shall provide to the Codes Enforcement Office copies of any inspection results, complaints filed and citations issued concerning the sidewalk sale under consideration. The renewal fee for the permit shall be as stipulated in §10-1606 above.

#### **§10-1614. Written Notice of Violations; Suspension of Permit.**

Upon finding by the Codes Enforcement Office that an applicant has violated any provisions of this article, the Codes Enforcement Office shall give written notice to the applicant to correct said operational violation. Upon failure to correct said operational violation within the time frame specified, the Codes Enforcement Office may take appropriate action, as necessary, to maintain the Pedestrian Walkway. The Codes Enforcement Office may suspend the applicant's permit issued pursuant to this article, as well as pursue prosecution in accordance with the requirements herein. The Codes Enforcement Office shall, in his/her sole judgment, give a violator reasonable time to repair any structural damage or physical violation of any provision of this article. An appeal before City Council shall be accorded if requested.

#### **§10-1615. Violations and penalties; effect on eligibility for license.**

- A. Whoever violates any provisions of this article shall, upon conviction thereof in a summary proceeding, be fined not less than \$200 and not more than \$1,000 for each offense, to be collected as other fines and costs are by law collectible, or imprisoned for not more than 90 days, or both. Each day during which a violation occurs shall constitute a separate offense.
- B. Any person who is convicted of a violation of any of the provisions of this article shall have his permit suspended for one full year and shall not be eligible for another permit until the expiration of one full year.
- C. Any person who fails to remove a sidewalk sales materials at the close of each business day, as provided for in §10-1615, shall not be eligible for a permit in any following year.
- D. Failure to observe any of the conditions set out herein is grounds for revocation of a permit. Prior to such revocation, the Codes Enforcement Office shall give 10 days' written notice to the permittee of his violation of or his failure to observe a general condition as set out above. If the permittee requests a hearing prior to the expiration of that ten-day notice period, the City Council shall hold a hearing to determine if the license should be revoked. The permittee may present evidence in his own behalf if he so desires. The decision in regard to revocation may be appealed to the City Council. If the permittee fails to request such a hearing, the revocation shall become effective upon the expiration of the ten-day notice period. If a permit granted under this section is revoked, all tables, chairs and other appurtenances used as a part of the sidewalk sale shall be immediately removed from the sidewalk.
- E. This article and the foregoing penalties shall not be construed to limit or deny the right of the City or any person to such equitable or other remedies as may otherwise be available with or without process of law.

#### **§10-1616. Determination on Application.**

The Codes Enforcement Office shall grant or deny an application for a permit pursuant to this article within seven days of its complete submission.

#### **§10-1617. Reservation of Rights.**

Neither the adoption of this article nor the granting of any permit pursuant hereto shall be construed as a waiver of any right, privilege or immunity of the City of Reading with respect to streets and sidewalks, whether express or implied.

#### **§10-1618. Penalties for Offenses**

Any person who shall violate any of the provisions of this article shall be liable to prosecution and shall, upon conviction thereof, be liable to a fine that shall not exceed \$1000, imprisonment for not more than 15 days, or both such fine and imprisonment.



**CITY OF READING CITY COUNCIL  
Staff Report**

**Agenda Item:** Sidewalk Café Ordinance

**From:** Linda A. Kelleher, City Clerk

**Briefing No.:** 4-2007

**Date:** April 17, 2007

**SUBJECT:** Sidewalk Café Ordinance

**SUMMARY:** The need for a Sidewalk Café Ordinance was raised by the Codes Manager and Codes Administrator. The issue was researched by the City Clerk. Several good examples were obtained from St. Petersburg and Jacksonville Florida, Charleston NC, Austin Texas, New Rochelle NY, etc. The ordinance was drafted in consultation with the Codes Administrator. Current City laws prohibit sidewalk cafes due to public health and safety concerns. The enactment of the Sidewalk Café Ordinance would provide for sidewalk café activities which will greatly contribute to a pedestrian friendly community and encourage downtown revitalization.

This ordinance will allow sidewalk cafes in the Commercial Core Business zoning district falling roughly between North 2<sup>nd</sup> and North 7<sup>th</sup> and Franklin and Washington Streets (complete detail can be found on the Zoning Map located on the City website) and provides for the following:

- Operation of Sidewalk Cafes at businesses generating 65% of their annual income from food sales between April 15<sup>th</sup> – October 15<sup>th</sup> – during the hours that the restaurant's kitchen is open.
- Permit (revocable) to be issued by the Codes Office, with sign offs by RPD, Fire and Public Works - \$500 for calendar year
- Requires approval of abutting businesses
- Requires conformance with LCB Laws when serving alcohol
- Requires trash receptacles and compliance with Noise Ord and other applicable City laws
- Defines design standards and regulations
- Requires Council approval for cafes desired outside the Commercial Core Business Zoning District
- Requires all food preparation and heating to take place inside the restaurant
- Requires Hold Harmless Agreement indemnifying the City

The ordinance was reviewed and discussed by the Public Safety Committee at their 4-16 Meeting. The attached ordinance reflects some minor changes recommended by the Committee.

**RECOMMENDATIONS:** Public Safety recommends the enactment of the Sidewalk Café Ordinance.

## **A N O R D I N A N C E**

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES BY  
ADDING PART 15 SIDEWALK CAFES TO CHAPTER 10 HEALTH AND SAFETY**

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1:** Amending the Codified Ordinances by adding Part 15 Sidewalk Cafes to Chapter 10 Health and Safety as attached in Exhibit A.

**SECTION 2.** This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in

accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted \_\_\_\_\_, 2007

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### PART 15

#### SIDEWALK CAFES

**§10-1500. Declaration of Purpose.** The City of Reading City Council encourages an attractive, functional and economically vital community and shopping areas that are safe and pleasant environments to live near and to do business within. Council recognizes that commercial development is a major identifying feature in a community, offering impressions to residents and visitors alike of the quality of life available. It is



Council's intent to encourage commercial growth that contributes to a vibrant and attractive community. As the current Code does not allow Sidewalk Cafes due to public health and safety concerns, Council believes that these activities can greatly contribute to a pedestrian friendly community if they conform to specific public health, and safety requirements defined herein.

**§10-1501. Sidewalk Cafes.** No person shall engage in the operation of a sidewalk cafe, without first applying for and obtaining a permit from the City of Reading Codes Enforcement Office and then operating within the terms and conditions of all applicable City ordinances. The Sidewalk Café Permit enables a restaurant to have outdoor dining, consistent with the terms herein, between April 15<sup>th</sup> and October 15<sup>th</sup> of each calendar year.

**§10-1502. Definitions.** For the purpose of this article, the following terms shall have the following meanings:

**ABUTTING PROPERTY** -- Property contiguous to a public street right-of-way on which a sidewalk cafe will be operated under the terms of this article.

**COMMERCIAL CORE** - is the zoning district defined as the downtown center for government services, offices, shopping, hotels, entertainment and cultural activity.

**CITY ENGINEER** -- The Director of Public Works or his authorized representative.

**HEALTH OFFICER** -- The Health Officer of the City of Reading Codes Enforcement Office or his authorized representative

**OWNER** -- Includes any owner of fee simple title, part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole of the land contiguous to the street right-of-way on which a sidewalk cafe is to be operated under the authority of this article.

**PEDESTRIAN WALKWAY** -- That portion of a sidewalk area which is free of any obstruction, fixture or appurtenance and is used for pedestrian travel.

**PERSON** -- Includes a partnership, corporation, association, trust, estate or other legally recognized entity, as well as an individual.

**PUBLIC SERVICE FACILITY** -- A public telephone, mailbox, bench or other facility provided for the use of the general public.

**RESTAURANT** -- A food service establishment where food is purchased and served in individual portions for consumption on the premises. This term shall not include an establishment which operates exclusively as a caterer, a commissary, a food processing establishment, a mobile food unit, a retail food store or a temporary food service establishment.

**SIDEWALK** -- Any paved area between the curblin and a structure, whether publicly or privately owned, which is used by the public or open to use by the public.

**SIDEWALK CAFE** -- An outdoor dining area operated by a restaurant, generating 65% of its annual revenue from food sales, located on a sidewalk area or other designated public place and containing removable tables, chairs, plants and related appurtenances, which is not located on or does not encroach upon the pedestrian walkway as established under the provisions of this article. It shall not be enclosed by fixed walls and shall be open to the air, except that it may have a canopy. It may but is not required to abut its sponsoring restaurant.

**STREET RIGHT-OF-WAY** -- The entire right-of-way of a public highway, public alley or public road, including the designated sidewalk areas

#### **§10-1503. Sidewalk Cafe - Issuance of Permit; Display.**

It shall be unlawful for any person, firm, corporation, transient merchant, church, club, charitable institution, hawker or peddler to vend, sell or dispose of or offer to vend, sell, dispose of or display, any food, goods, wares, merchandise, produce or vegetables on any public walk, street, alley or anywhere within the City of Reading without registering with the City Codes Enforcement Office and the Tax Division.

#### **§10-1504. Sidewalk Cafes – Issuance of Permit, Display**

The Codes Enforcement Office is hereby authorized to grant revocable licenses for the use of the sidewalks for sidewalk cafes in the Commercial Core Zoning District upon the following terms and conditions. Registration shall be on a permit approved by the City Council. When the Codes Enforcement Office has approved the issuance of a sidewalk cafe permit, the applicant shall be issued a permit. The permit shall contain the information required on the application, the expiration date, and one of the photographs submitted with the application. The permit shall be carried by the applicant at all times when engaged in sidewalk café activities and shall be exhibited for inspection for any person.

A. The applicant shall comply with all of the terms and conditions for a sidewalk display license, set forth in this Part, including, without limitation, the indemnification, and insurance requirements.

B. The applicant shall delineate the cafe area with a removable physical barrier separating patrons from pedestrian traffic. The delineation and layout of the cafe area shall be consistent with the site plan submitted by the applicant.

C. No sidewalk cafe may be operated except:

(1) As an accessory to a restaurant or retail food store lawfully operating on the first floor of the premise.

(2) On the sidewalk in front of the principal place of business of such entity.

(3) By the entity which operates the restaurant or retail food store.

D. Sidewalk cafes shall operate only during the hours that the facilities kitchen is open for service, but not after 11 p.m.

E. Furnishings of a sidewalk cafe shall consist solely of readily removable umbrellas, covers, railings, tables, chairs, planters containing live plants, waste receptacles and accessories. Furnishings may not be attached, even in a temporary manner, to the sidewalk or other public property or to any building or structure. All furnishings shall be removed from the sidewalk and stored in an approved manner when the sidewalk cafe is not in operation.

F. All food must be prepared within the existing restaurant or retail food store upon which the cafe permit has been granted.

G. The applicant shall be responsible for obtaining, maintaining in full force and effect and complying with the terms and conditions of any permit which may be required under any other law or regulation for the serving of food or beverages, including alcoholic beverages, at a sidewalk cafe.

H. Sidewalk cafes, the public property on which they are located and the surrounding area shall at all times be kept free and clear of litter, debris and any substance that may damage the sidewalk or cause pedestrian injury.

I. The applicant shall maintain a sufficient number of receptacles for the disposal of waste, properly covered to prevent infestation by insects. Such receptacles shall be emptied as often as is necessary, but in no event less than once per day.

J. All sidewalk cafes and attendant facilities shall be inspected by the Coders Enforcement Office, or his designee and the Public Works Director, or his designee prior to the issuance of a sidewalk café permit.

K. Acceptance of a sidewalk cafe permit is an express acknowledgment and consent to the terms and restrictions set by this article and the Health Officer. The grant and usage of such license is a privilege, not a right, subject to reasonable restrictions as set out herein or as may be promulgated by the regulatory authority.

L. As an express condition of the acceptance of a permit hereunder, the recipient agrees to police for trash and debris an area extending 15 feet in each direction from the outermost portion or boundary of the sidewalk cafe at least twice daily.

#### **§10-1505. Permitting for Sidewalk Cafes Outside the Commercial Core.**

Applications for sidewalk cafes outside the Commercial Core zoning district shall be submitted to the Codes Enforcement Office in accordance with the regulations contained herein. Such applications shall be forwarded to City Council for approval.

#### **§10-1506. Sidewalk Café Design Standards & Regulations.**

All sidewalk cafes shall comply with the following standards:

- A. A sidewalk cafe shall have a pedestrian walkway with a clear unobstructed width of six feet between the sidewalk cafe and any obstacle (tree, pole, post, sign, planting area, bus shelter, etc.). The pedestrian walkway shall be provided with an unobstructed height of seven feet between the ground plane and an overhead obstacle (tree branch, overhead sign, awning, etc.).
- B. No sidewalk cafe may be permanently located within the sidewalk area by means of raised deck platform, fence, walls or other structures or enclosed by fixed walls, except that sidewalk cafe boundaries may be delineated by the use of temporary barriers such as balustrades, cordons or railings. Any such temporary barriers must be easily removed and three feet or less in height above the sidewalk. Under no circumstances shall temporary barriers as authorized hereunder be allowed in the identified pedestrian walkway, nor shall a temporary barrier be affixed to the sidewalk or to any permanent structure, except that it may be attached by removable clips or devices approved in advance by the City Engineer.
- C. The City Engineer may approve temporary platforms or similar structures for the sole purpose of leveling sidewalk cafe areas on which sidewalk cafes are located.
- D. No sidewalk cafe shall be situated:
  - (1) Within six feet of any pedestrian crossing as defined in City of Reading Codified Ordinances;
  - (2) Within five feet along the street line of any fire hydrant or other emergency facility;

- (3) Within five feet of any driveway;
  - (4) Within 10 feet to the rear of any sign marking a designated bus stop;
  - (5) In a manner which restricts sight easements of vehicular traffic; or
  - (6) In a manner which obstructs traffic control devices or traffic signs.
- E. All sidewalk cafes shall be open to the air.
  - F. Canopies and awnings may be permitted in accordance with specifications, as delineated by the City Building Code and the City Zoning Code which relate to height, placement, interference with pedestrian passage and traffic sight easements. HARB approval may be required.
  - G. Sidewalk cafes shall in no way obstruct the ingress to or the egress from any building or business.
  - H. All sidewalk cafes and their attendant facilities or improvements shall comply with clearances required for structures in relation to utility lines as provided in the City Building Code.
  - I. No sidewalk cafe shall be located on the sidewalk between the building facade and a bus stop.
  - J. No portion of a sidewalk cafe or its facilities, appurtenances, planters, shrubs, tables, chairs or other materials shall be permitted in the pedestrian walkway as defined in this article.
  - K. Sidewalk cafes shall provide and maintain adequate lighting in and around the pedestrian walkway so as to allow sidewalk users to observe and avoid obstructions.
  - L. Sidewalk cafes shall not obstruct access to hydrants, streetlights, telephones, mailboxes, transit stops or any other public service facility on the sidewalk area or street.
  - M. No signs shall be hung or attached to any portion of the sidewalk cafe, except those signs that are in compliance with provisions of the City Zoning Ordinance.
  - N. A sidewalk cafe may be expanded to an abutting property with the written permission of that abutting property owner.
  - O. In the event that the proposed sidewalk cafe is not in front of a restaurant or abutting property, the applicant must provide written permission from the owner of the property and reasonable procedures that a sidewalk cafe can be operated in a noncontiguous location.

#### **§10-1507. Sidewalk Cafe Regulations.**

A sidewalk cafe authorized and operated pursuant to this article shall:

- A. Comply with all plans submitted to and approved by the Codes Enforcement Office.
- B. Serve alcoholic beverages only in conformance with Pennsylvania Liquor Control

Board requirements.

- C. Operate only during the same hours the kitchen that the kitchen is open for service. All patrons must be vacated from the sidewalk cafe and all utensils, containers or any other serving materials used in the operation of the sidewalk cafe or within the area used by the sidewalk cafe shall be removed from the sidewalk cafe area within one hour after the kitchen closes; provided, however, that any railing, flooring or other support or enclosure used in the assembly, operation or enclosure of the sidewalk cafe may be allowed to remain on the sidewalk area if specifically permitted in the Code Enforcement Office's approval of the sidewalk cafe plans as described under §10-1507 above.
- D. Remove all sidewalk cafe structures by October 30, and not install prior to April 1, in any year for which a license is granted.
  - (1) In the event that favorable weather conditions should prevail, a sidewalk cafe may temporarily reopen on a daily basis during the time period set forth in Subsection D above, with the approval of the Codes Enforcement Office. All tables, chairs and other materials must be removed every day by sundown.
- E. Use no food serving or food service equipment to hold, store, heat, warm, cool, chill or otherwise keep food to be served outside of the sponsoring restaurant for use in or by a sidewalk cafe.
- F. Serve no food or beverages to a patron at a sidewalk cafe unless that patron is seated at a table.
  - (1) If the sidewalk cafe is located adjacent to the sponsoring restaurant, in lieu of Subsection F above, the following is allowed:
    - (a) Self-service by patrons, without table service; or
    - (b) Facilities for standing instead of sitting.
- G. Play no music, from whatever source (acoustical, electric, or other) on the premises outdoors, except in conformance within Chapter 6 Conduct of the Codified Ordinances, Noise.
- H. Police for trash and debris an area extending 15 feet in each direction from the outermost portion or boundary of the sidewalk cafe at least daily.
- I. Comply with all other provisions of the Codified Ordinances of the City of Reading.

#### **§10-1508. Sidewalk Café Permit Fees.**

- A. The permit fee for a sidewalk cafe shall be \$500 for the calendar year.
- B. There shall be no prorating or rebating of permit fees.

### **§10-1509. Sidewalk Café Application Requirements.**

Each applicant for a license under this article shall submit three copies of his application and plans for the sidewalk cafe to the Codes Enforcement Office, who shall issue a permit upon compliance with the terms and conditions of this article. Application must be made within 14 business days prior to the intended start date. Applications for sidewalk cafe permits shall include the following:

- A. The name and street address of the applicant.
- B. The name and street address of the owner of the sidewalk cafe, of the owner of the underlying freehold and/or abutting property owner if not the same person and:
  - (1) A description of the owner of the abutting property, if other than a natural person, including the legal status (corporation, partnership, etc.) and a general description of the type(s) of business operated on the abutting property.
  - (2) Letter from the abutting property showing their support for the operation of a sidewalk café.
  - (3) Written authority in the form of a power of attorney from the owner to submit the application if the applicant is not the owner of the abutting property.
- C. The name and street address of the registered agent for the service of process, if the applicant represents a corporation; or the names and street addresses of the officers or partners, if the applicant represents an association, partnership or other entity.
- D. The name and street address of the operator, manager or other person responsible for the operation of the sidewalk cafe.
- E. The name under which the sidewalk cafe will be operated.
- F. The street address and the City food establishment license number of the restaurant operating and servicing the sidewalk cafe.
- G. A copy of the current City Business License.
- G. A site plan drawn to a scale of 1/2 inch equals one foot, showing:
  - (1) The entirety of the sidewalk abutting the property of the owner;
  - (2) The frontage of the property proposed for the sidewalk cafe;
  - (3) All abutting properties;
  - (4) All existing sidewalk features, including but not limited to trees, utility poles, sign poles, fire hydrants, permanent litter receptacles, telephone booths, news vending racks and mailboxes;
  - (5) Any bus stops within 25 feet on either side of the proposed sidewalk cafe area; and
  - (6) Detailed drawings of legible proportions showing the limits of the proposed sidewalk cafe site, the design dimension and proposed location of all proposed temporary structures (i.e., canopies, umbrellas, planters, landscaping, tables, chairs, all exterior lighting, electrical outlets, etc.), the proposed pedestrian walkway and the side and front elevations of the proposed sidewalk cafe.

- H. The seating capacity of the proposed sidewalk cafe.
- I. A copy or copies of the certificate or certificates of insurance required to be provided.
- J. If the serving of alcoholic beverages is proposed, a copy of the current state liquor license that will allow or can be amended to allow applicant to serve alcoholic beverages in the sidewalk cafe.

**§10-1510. Sidewalk Café - Review of Application.**

- A. Before any permit is issued pursuant to this article, the plans submitted to the Codes Enforcement Office pursuant to this article shall be referred to and approved by the Public Works Director, Reading Police Department and Department of Fire and Rescue Services.
- B. The Codes Enforcement Office shall determine if the applicant has:
  - (1) Obtained the approval of the Public Works Director and Building Official for any railing, flooring or other support or enclosure used in the assembly, operation or enclosure of the sidewalk cafe. No such railing, flooring or other support or enclosure shall be considered an erection of, addition to or a structural alteration of a building or structure under applicable City Building Code unless such railing, flooring or other support or enclosure is permanently attached to such building or structure.
  - (2) Obtained the approval of the Historical Architectural Review Board (HARB) if the sidewalk café is located within any area designated as part of an historic district and if the applicant proposes any facilities which are under the jurisdiction of the HARB. The HARB shall use the review criteria for such plans relating to a sidewalk cafe's specific location, size and structure, for its compatibility of scale, design and alteration in the plans for a sidewalk cafe approved by the HARB requires reapproval from the HARB. Once approval is granted by the HARB, the approved plans are valid and do not require annual reapproval. The HARB shall only review applications which have the written approval from the Public Works Director as specified herein.
  - (3) Complied with all rules, regulations and specifications of this article.
- C. The Codes Enforcement Office may impose any other restriction on the location, size or design of the sidewalk café that, in his sole judgment, protects the health, safety and welfare of the public.

**§10-1511. Conditions for Issuance of Permit.**

- A. Upon approval by the Codes Enforcement Office of the plans submitted by the applicant and upon the applicant furnishing to the City of Reading the following, the



Codes Enforcement Office shall issue a permit, valid through the end of the calendar year:

- (1) A hold-harmless agreement executed by the applicant and indemnifying the City against loss, including costs and expenses, resulting from injury to person or property as a direct or indirect result of the operation of the sidewalk cafe. Said hold-harmless agreement shall be subject to the approval of the City Solicitor.
  - (2) Proof of liability insurance in the amount of \$100,000 per individual and \$300,000 per occurrence.
  - (3) If applicable, proof that the applicant has a state liquor license authorizing him to serve alcoholic beverages in his/her sidewalk cafe.
- B. Sidewalk cafe Permits are not transferable. Changes in ownership/operation require reapplication for a permit.

#### **§10-1512. Removal of Improvements.**

- A. If the City incurs any costs in removing any equipment or improvements from a sidewalk cafe for the following reasons: the establishment failed to remove equipment at the close of the business day, the establishment went out of business or the establishment failed to renew its license, within 30 days of the close of the outdoor season, the City shall remove and store all equipment and bill the property owner for the actual costs of labor, materials, equipment or any other item, service, including storage costs, or expense incurred by the City to correct such violation, plus any additional administrative fees. The equipment removed shall remain in the City's possession until the bill for removal and any fines or fees are paid in full.
- B. Any bill for such removal of equipment undertaken pursuant to this chapter shall be billed to and paid by the property owner within 60 days. Upon failure of the property owner to pay the amounts due within 60 days, the City shall assess this uncollected debt on the property taxes of this building.

#### **§10-1513. Permit Renewal.**

A sidewalk cafe permit may be renewed annually, upon review of the renewal application and complaint history, if any, which shall be provided by the Codes Enforcement Office, Reading Police Department, Department of Public Works, and Department of Fire and Rescue Services Bureau of Police. Each agency shall provide to the Codes Enforcement Office copies of any inspection results, complaints filed and

citations issued concerning the sidewalk cafe under consideration. The renewal fee for the renewed permit shall be as stipulated in §10-1508 above.

**§10.1514. Written Notice of Violations; Suspension of Permit.**

Upon finding by either the Codes Enforcement Office or Reading Police Department that an applicant has violated any provisions of this article, the Codes Enforcement Office shall give written notice to the applicant to correct said operational violation. Upon failure to correct said operational violation within the time frame specified, the Codes Enforcement Office may take appropriate action, as necessary, to maintain the Pedestrian Walkway. The Codes Enforcement Office may suspend the applicant's permit issued pursuant to this article, as well as pursue prosecution in accordance with the requirements herein. The Codes Enforcement Office shall, in his/her sole judgment, give a violator reasonable time to repair any structural damage or physical violation of any provision of this article. An appeal before City Council shall be accorded if requested.

**§10-1515. Violations and penalties; effect on eligibility for permit.**

- A. Whoever violates any provisions of this article shall, upon conviction thereof in a summary proceeding, be fined not less than \$200 and not more than \$1,000 for each offense, to be collected as other fines and costs are by law collectible, or imprisoned for not more than 90 days, or both. Each day during which a violation occurs shall constitute a separate offense.
- B. Any person who is convicted of a violation of any of the provisions of this article shall have his permit suspended for one full year and shall not be eligible for another license until the expiration of one full year.
- C. Any person who fails to remove a sidewalk structure by October 30, as provided for in §10-1507, shall not be eligible for a permit in any following year.
- D. Failure to observe any of the conditions set out herein is grounds for revocation of a license. Prior to such revocation, the Codes Enforcement Office shall give 10 days' written notice to the permit of his violation of or his failure to observe a general condition as set out above. If the permittee requests a hearing prior to the expiration of that ten-day notice period, the Codes Enforcement Office shall hold a hearing to determine if the permit should be revoked. The permittee may present evidence in his own behalf if he so desires. The decision in regard to revocation may be appealed to City Council. If the permittee fails to request such a hearing, the revocation shall become effective upon the expiration of the ten-day notice period. If a permit granted under this section is revoked, all tables, chairs and other appurtenances used as a part of the sidewalk cafe shall be immediately removed from the sidewalk.

E. This article and the foregoing penalties shall not be construed to limit or deny the right of the City or any person to such equitable or other remedies as may otherwise be available with or without process of law.

**§10-1516. Determination on Application.**

The Codes Enforcement Office shall grant or deny an application for a permit pursuant to this article within ten business days of its complete submission.

**§10-1517. Reservation of Rights.**

Neither the adoption of this article nor the granting of any permit pursuant hereto shall be construed as a waiver of any right, privilege or immunity of the City of Reading with respect to streets and sidewalks, whether express or implied.

**§10-1518. Penalties for Offenses**

Any person who shall violate any of the provisions of this article shall be liable to prosecution and shall, upon conviction thereof, be liable to a fine that shall not be less than \$300 or exceed \$1000, imprisonment for not more than 15 days, or both such fine and imprisonment.



**CITY OF READING CITY COUNCIL**

**Staff Report**

**Agenda Item:** Bottle Club Ordinance

**Briefing No.:** 2-2007

**From:** Linda A. Kelleher, City Clerk

**Date:** April 17, 2007

**SUBJECT:** Amendment to Bottle Club Ordinance

**SUMMARY:** The amendment to the City's Bottle Club Ordinance was initiated and researched by Chief of Police William Heim. This final draft was modeled after the ordinance currently used in Bethlehem, PA. This ordinance improves and expands on Reading's current Bottle Club Ordinance by:

- Require a permit (revocable) and annual administrative fee of \$250
- Add requirements for general liability insurance
- Require copies of valid local and state licenses and permits
- Obtain a Zoning Permit
- Restrict the hours of operation and place restrictions on the rental of the facility
- Prohibit the location of Bottle Clubs in neighborhoods where schools, churches, residential districts, etc.
- Prohibit the storage of alcohol on the premises during times when the club is not open
- Allows for the revocation of the Bottle Club permit
- Sets a minimum fine of \$300 and a maximum fine of \$1,000.

This ordinance was drafted by the Chief of Police and City Clerk. The draft was reviewed by the Council Public Safety Committee in February and forwarded to the Legislative Aide Committee for review and edit. The Legislative Aide Committee worked with Captain Robert Shafer to refine the ordinance. After the final draft was completed, the ordinance was reviewed at the April 16<sup>th</sup> Public Safety Committee. The attached ordinance reflects some minor change recommended by the Committee.

**RECOMMENDATIONS:** The Council Public Safety Committee recommends the enactment of the Amendment to the Bottle Club Ordinance.

**ATTACHMENTS:** Bottle Club Ordinance

**BILL NO. \_\_\_\_\_ 2007**  
**A N O R D I N A N C E**

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES BY AMENDING CHAPTER 6 CONDUCT, PART 1 ALCOHOLIC BEVERAGES BY ESTABLISHING RULES AND REGULATIONS FOR BOTTLE CLUBS AND ADDING THE PERMIT FEE AND FINE TO THE CITY OF READING FEE SCHEDULE.**

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Amending the City of Reading Codified Ordinances amending Chapter 6 Conduct, Part 1 Alcoholic Beverages by establishing rules and regulations for Bottle Clubs as follows:

**§ 6-101.** This part shall apply to Bottle Clubs within the City of Reading that are not licensed by the Pennsylvania Liquor Control Board.

**§ 6-102. Purpose**

The Council of the City of Reading hereby declares that the purpose of the within Rules and Regulations is to regulate Bottle Clubs to preserve the health, safety and character of neighborhoods and to protect the rights of its citizens to the quiet enjoyment of the same.

**§ 6-103 Definitions**

**Bottle Club** - a place of assembly or any other use defined in this Ordinance, other than a dwelling unit, including but not limited to, taverns, clubs, and social buildings, that is not licensed by the Pennsylvania Liquor Control Board, in which no alcoholic beverages are sold, but which permits the consumption of such beverages by patrons or guests when such beverages are either provided by the operator or agents or employees of the operator for consumption on the premises or are brought into or kept at the establishment by the patrons or guests assembling there. This term includes but is not limited to those organizations commonly known as “ social clubs.”

**Alcoholic beverages** - any and all beverages, including malt beverages, which contain alcohol, liquor or such other intoxicating substances as are further defined in the Pennsylvania Liquor Code, 47 P.S. Section 1-101 et seq.

**Operate** - any person, entity or establishment that:

A. Any person who controls or causes to be controlled through agents or employees any bottle club.

B. Conducts or manages a bottle club.

C. Owns, leases or subleases any area used as a bottle club. (Ord. 11-1998, 4/27/1998, §1)

**Residence** - a building or structure wholly or partially used for living, sleeping, eating, cooking and sanitation by human occupants.

**Residential District** - those classes of residential districts as specified in the City of Reading Zoning Ordinance.

#### **§ 6-104 Unlawful Activities**

In any district in which Bottle Clubs are otherwise permitted, it shall be unlawful for any person or persons who own, operate, lease, manage or control a Bottle Club to:

(a) Remain open and/or to transact business between the hours of 12:00 a.m. midnight and 11:00 a.m., prevailing time. In all cases, the premises must be vacated within fifteen (15) minutes after the required closing time.

(b) Allow members to rent or occupy the club unrestricted. Bottle and social clubs will adhere to the following restrictions when allowing members to hold functions in the club. No event shall exceed six (6) hours in length, nor to exceed one (1) rental in a twenty-four (24) hour period, nor to occur between the hours of 12:00 a.m. midnight and 11:00 a.m. by individuals or an organization for the purpose of a private party in which alcoholic beverages are carried onto the premises.

(c) Conduct activities to which this Ordinance applies without possessing a valid Club permit as specified herein.

(d) Any structure of a Bottle Club shall not be located within three hundred (300') feet from the nearest property line of any residential district, church, school,

other institution of learning or education, hospital, library, park, and /or playground. Bottle Clubs operating under the City' s existing laws will be exempted from Section 6-105.d until the property or Club is sold or transferred to another party or legal entity.

### **§ 6-105 Club Requirements**

Any and all Bottle Clubs, as that term is defined, shall comply with the following requirements:

- (a) Obtain and carry general liability coverage in the minimum amount of, \$1,000,000 per occurrence, proof of which shall be filed with the Codes Enforcement Office of the City of Reading, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and.
- (b) Possess a valid certificate of occupancy issued by the Pennsylvania Department of Labor and Industry and the City of Reading and prominently display said certificate as required, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and
- (c) Obtain a valid business privilege and mercantile tax license from the City of Reading and prominently display said license as required, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and
- (d) Obtain a City of Reading Zoning Permit and all other valid City of Reading permits and prominently display said permit as required, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and
- (e) Obtain a valid Bottle Club permit pursuant to this Article and prominently display said permit as required; and



(f) Conspicuously post the hours of operation at the business premises such that patrons are sufficiently apprised of same; and

(g) Clubs may not store any alcohol of any type on their premises between the hours of 12:00 a.m. and 11:00 a.m.; and

(h) The owner and or operator of the Bottle Club must provide proof that they are a resident of Berks County. If the owner and or operator is not a Berks County resident they must designate the name, mailing address and telephone number of a responsible agent who has a primary residence in Berks County and who has the oversight of the buildings operations and is authorized to accept service on behalf of said property owner; and

(i) The owner and or operator of the Bottle Club may not have been convicted of a crime classified as a felony offense under the laws of the Commonwealth of Pennsylvania or the United States, or be convicted of any comparable crime under the laws of any other state in the United States; and

(j) Have a valid and current trash collection contract with a licensed hauler, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office.

#### **§ 6-106 Club Permit**

(a) Any person or persons desiring to operate or continue to operate a Bottle Club shall file with the Codes Enforcement Office of the City of Reading an application for a Bottle Club permit, which application shall include the following information: the name and address of the Bottle Club, a statement whether the business premises is leased or owned by the Bottle Club, the name and address of the lessor of the business premises, if applicable, the nature of the ownership of the Bottle Club, i.e. corporation, partnership, joint venture, association, the names and addresses of the officers and/or financial interest in the Bottle Club. Also supply the name, addresses and phone number of any and all managers and club officer who will be responsible for the operation of the club during any

time that it is open or at special events and rentals. Failure to keep the city informed of current information will be cause to revoke the permit.

(b) The Codes Enforcement Office shall determine whether the Bottle Club fully and completely complies with the provisions and requirements of this Ordinance within twenty (20) days following the date on which application is received. If the Codes Enforcement Office determines that the applicant fully and completely complies with the provisions hereof, the office shall issue a Bottle Club permit; if the Codes Enforcement Office determines that the applicant does not fully and completely comply with the provisions hereof, the office shall deny the issuance of a Bottle Club permit and shall furnish written evidence of the same to the applicant together with the reason(s) for denial.

(c) The Club shall pay an administrative fee of two hundred and fifty dollars (\$250.00) for a Bottle Club permit and two hundred and fifty dollars (\$250.00) for each renewal thereof on a yearly basis. Said Bottle Club permit shall be effective for a period of one year following the date of issuance; provided, in the event the Bottle Club fails to fully and completely comply with the provisions hereof or is convicted of any unlawful activities during the term of the Bottle Club permit so issued, the City of Reading shall have the authority to revoke the Bottle Club permit due to Bottle Club's lack of compliance.

**§6-107. Authority of Police Officer.**

Any police officer is authorized to arrest with or without warrant, any person or persons violating any provision of this Part. (Ord. 11-1998, 4/27/1998, §1)

**§ 6-108 Penalty**

(a) Any person, persons, or entity violating the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of Three Hundred Dollars (\$300.00) to One Thousand Dollars (\$1,000.00) plus costs for each day of such violation and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days, and any and all other remedies available in accordance with

the Codified Ordinances of the City of Reading and the laws of the Commonwealth of Pennsylvania.

(b) The unlawful activities specified herein shall constitute separate and distinct offenses for each and every day in which said activities are conducted.

(c) In addition to any monetary penalties involved, the City of Reading shall revoke the Club Permit required upon conviction of any unlawful activities and any building, occupancy, zoning or other similar permits previously issued by the City for the premises on which such Bottle Club has been operated.

(d) In the event of any of the unlawful activities specified herein are conducted by or in the name of a corporation, partnership, joint venture, trust, firm or association, in addition to entity liability, the officers, agents or principals of said corporation, partnership, joint venture, trust, firm or association shall be deemed in violation, as well as the person or persons engaged in the unlawful activity.

**SECTION 2.** This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor' s veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted by Council\_\_\_\_\_, 2007

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President of Council

Attest:

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City Clerk

*(Chief of Police, Council Staff, Legislative Aide Committee)*

